



STATE OF MONTANA REQUEST FOR PROPOSAL (RFP)

RFP Number:
RFP-1507JH

RFP Title:

Montana Children's Trust Fund Primary and Secondary Child Abuse and Neglect Prevention Program and Services

RFP Response Due Date and Time:
March 18, 2015
2:00 p.m., Mountain Time

Number of Pages:
67

Issue Date:
January 21, 2015

ISSUING AGENCY INFORMATION

Procurement Officer:
Justin Harris

Department of Public Health & Human Services
Business & Financial Services Division
Office of Procurement and Contracts
Phone: (406) 444-4504
Fax: (406) 444-9763
TTY Users, Dial 711

Website: <http://vendor.mt.gov/>

INSTRUCTIONS TO OFFERORS

Return Sealed Proposal to:

DPHHS BFSD
Office of Procurement and Contracts
2401 Colonial Drive, First Floor
Helena, MT 59620

Mark Face of Envelope/Package with:

RFP Number:
RFP-1507JH

RFP Response Due Date:
March 18, 2015
2:00 p.m., Mountain Time

Special Instructions: Grant funds from the Montana Children's Trust Fund (MT CTF) solely for the purpose of primary and secondary child abuse and/or neglect prevention services to residents of Montana. Families shall not be mandated or placed into programs funded by the MT CTF. Funded services must be entirely voluntary in nature.

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:

(Name/Title)

(Signature)

Print name and title and sign in ink. By submitting a response to this RFP, offeror acknowledges it understands and will comply with the RFP specifications and requirements.

Type of Entity (e.g., corporation, LLC, etc.)

Offeror Phone Number:

Offeror E-mail Address:

Offeror FAX Number:

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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Nurturing Children, Supporting Communities, Strengthening Families

January 12, 2014

To: **Best Beginnings Community Coalitions**

Subject: Invitation to Apply

From: The Montana Children's Trust Fund Board

Attached please find the Request for Proposal Schedule for RFP-1507JH for the State Fiscal Year 2015. This schedule outlines the opportunities to assist with the purpose of the Montana Children's Trust Fund, which is to change outcomes in all children ages zero to 18 to ensure the protective factors are in place. The vision of the Montana Children's Trust Fund is that Montana children, age birth to 18 years of age, are born into and raised in safe, stable, nurturing environments; and have parents who have confidence in their parenting skills, and who know where to go for help.

The Montana Children's Trust Fund Board is excited about the future and recognizes that in order to meet our goals and vision we must support programs that are systemic and focus on quality programs in a variety of settings and approaches. Therefore this RFP is specifically open to Best Beginnings Community Coalitions. These community based organizations must provide programs and services that are designed to use demonstrated, evidence-based, or evidence-informed strategies with children and families in order to prevent child maltreatment and to strengthen families and communities.

This Request for Proposal is structured so that your response will include your existing, local, planned goals and objectives; the statement of need; the methodology you will embrace to reach your goals; and an evaluation model that includes measurement and outcomes. Please pay particular attention to the dates and to all other requirements within the RFP.

Thank you for your interest. We look forward to the responses by March 18th, 2015 and the subsequent process.

Sincerely,

Jo Ann Eder, Co-Chair
Montana Children's Trust Fund

Clementine Lindley, Co-Chair
Montana Children's Trust Fund

INSTRUCTIONS TO OFFERORS

It is the responsibility of each Offeror to:

Follow the format required in the RFP when preparing your response. Provide responses in a clear and concise manner.

Provide complete answers/descriptions. Read and answer **all** questions and requirements. Evaluation of Proposals based **solely** on the information and materials provided in your written response.

Use any forms provided, e.g., cover page, budget form, certification forms, etc.

Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document. Late proposals are **never** accepted.

The following items MUST be included in the response.
Failure to include ANY of these items may result in a nonresponsive determination.

- ☒ **Signed Cover Sheet**
- ☒ **Signed Addenda (if appropriate) in accordance with Section 1.4.3**
- ☒ **Address all mandatory requirements in accordance with Section 1.5.3**
- ☒ **Correctly executed State of Montana "Affidavit for Trade Secret Confidentiality" form, if claiming information to be confidential or proprietary in accordance with Section 2.3.2**
- ☒ **In addition to a detailed response to all requirements within Sections 3, 4, and 5, offeror must acknowledge that it has read, understands, and will comply with each section/subsection listed below by initialing the line to the left of each. If offeror cannot meet a particular requirement, provide a detailed explanation next to that requirement.**

_____ Section 1, Introduction and Instructions

_____ Section 2, RFP Standard Information

_____ Section 3.1, Goals for RFP

_____ Section 3.7, Program Evaluation

_____ Section 4.1, MT CTF Board & State's Right to Investigate and Reject

_____ Section 4.2, Offeror Qualifications

_____ Section 4.3, Applicant Criteria

_____ Section 5.1, Evaluation of Budget

_____	Section 5.3 Local Community Based Programs
_____	Section 6, Evaluation Process
_____	Appendix A, Standard Terms and Conditions
_____	Appendix B, Contract
_____	Attachment A, Department–Certification Form
_____	Attachment B, Sources of Information
_____	Attachment C, Scope of Services
_____	Attachment D, MT CTF Definitions
_____	Appendix C, Draft Logic Model Example
_____	Appendix D, Logic Model Definitions and Examples
_____	Appendix E, Budget Table
_____	Appendix F, RFP Response Form

SCHEDULE OF EVENTS

EVENT

DATE

RFP Issue Date..... January 21, 2015

Deadline for Receipt of Written Questions February 9, 2015

Deadline for Posting Written Responses to the State's Website..... February 18, 2015

RFP Response Due Date March 18, 2015

Intended Date for Contract Award *April 14, 2015

*The dates above identified by an asterisk are included for planning purposes. These dates are subject to change.

SECTION 1: INTRODUCTION AND INSTRUCTIONS

1.1 INTRODUCTION

The Montana's Children's Trust Fund is a leader and voice for child abuse and neglect prevention programs Statewide. The Montana Children's Trust Fund Board (herein after referred to as "MT CTF Board") is seeking Contractors to provide primary and secondary child abuse and neglect prevention program and services. Approximately \$125,000 is available to fund programs based on availability of Federal funding.

The purpose of the funding is to support community-based efforts to focus primarily on the prevention of child abuse and neglect; to fund programs to provide support to families in nurturing healthy children in safe environments; to strengthen a community's capacity building; and to reduce the likelihood of child abuse and neglect by targeting the five protective factors. A more complete description of the services can be found in Section 3.

Following the **2010 Reauthorization of CAPTA, Title II**, the purposes of the Community Based Child Abuse Prevention (CBCAP) program are:

- 1) To support community-based efforts to develop, operate, expand, and enhance and, where appropriate, to network initiatives aimed at the prevention of child abuse and neglect;
- 2) To support networks of coordinated resources and activities to better strengthen and support families to reduce the likelihood of child abuse and neglect (including respite care services, home visiting services and follow-up services);
- 3) To foster understanding, appreciation and knowledge of diverse populations in order to effectively prevent and treat child abuse and neglect.
- 4) To include services and develop a continuum of prevention services for unaccompanied homeless youth and those at risk of homelessness;
- 5) To involve parents in program planning and implementation;
- 6) To have the option to include support programs for substance abuse services; and
- 7) To have the option to provide domestic violence service programs for children and their non-abusing caregivers.

Families shall not be mandated or placed into programs funded by the MT CTF. Funded services must be entirely voluntary in nature.

1.2 CONTRACT PERIOD

The contract period is 1 year, beginning **July 1, 2015**, and ending **June 30, 2016**, inclusive. The parties may mutually agree to a renewal of this contract in one-year intervals, or any interval that is advantageous to the MT CTF Board. This contract, including any renewals may not exceed a total of 3 years, at the MT CTF Board's option.

1.3 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and announced by the procurement officer, **offerors shall not communicate with any state staff regarding this procurement, except at the direction of Justin Harris**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is:

Procurement Officer: **Justin Harris**
Telephone Number: **(406) 444-4504**
Fax Number: **(406) 444-9763**
E-mail Address: **OPCSolicitations@mt.gov**

1.4 REQUIRED REVIEW

1.4.1 Review RFP. Offerors shall carefully review the entire RFP. Offerors shall promptly notify the procurement officer identified above via e-mail or in writing of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover. In this notice, the offeror shall include any terms or requirements within the RFP that preclude the offeror from responding or add unnecessary cost. Offerors shall provide an explanation with suggested modifications. The notice must be received by the deadline for receipt of inquiries set forth below. MT CTF Board will determine any changes to the RFP.

1.4.2 Form of Questions. Offerors having questions or requiring clarification or interpretation of any section within this RFP must address these issues via e-mail or in writing to the procurement officer listed above on or before **February 9, 2015, 2 p.m., Mountain Time**. Offerors are to submit questions using the Vendor RFP Question and Answer Form available on the OneStop Vendor Information website at: <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx> or by calling (406) 444-4504. Clear reference to the section, page, and item in question must be included in the form. Questions received after the deadline may not be considered.

1.4.3 State's Response. The MT CTF Board or Grant Manager will provide a written response by **February 18, 2015, 5 p.m.** to all questions received by **February 9, 2015 2 p.m., Mountain Time**. The MT CTF Board response will be by written addendum and will be posted on the State's website with the RFP at <http://svc.mt.gov/gsd/OneStop/SolicitationDefault.aspx> by the close of business on the date listed. Any other form of interpretation, correction, or change to this RFP will not be binding upon the MT CTF Board. **Offerors shall sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

1.5 GENERAL REQUIREMENTS

1.5.1 Acceptance of Standard Terms and Conditions/Contract. *By submitting a response to this RFP, offeror accepts the standard terms and conditions and contract set out in Appendices A and B, respectively.* Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law.

Offerors requesting additions or exceptions to the standard terms and conditions, contract terms, shall submit them to the procurement officer listed above by the date in Section 1.4.2. A request must be accompanied by an explanation why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The MT CTF Board reserves the right to address nonmaterial requests for exceptions to the standard terms and conditions and contract language with the highest scoring offeror during contract negotiation.

The MT CTF Board shall identify any revisions to the standard terms and conditions and contract language in a written addendum issued for this RFP. The addendum will apply to all offerors submitting a response to this RFP. The MT CTF will determine any changes to the standard terms and conditions and/or contract.

1.5.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer (if any), and any clarification question responses shall be incorporated by reference in any resulting contracts.

1.5.3 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror acknowledges it understands and will comply with the RFP specifications and requirements.

1.5.4 Offeror's Signature. Offeror's proposal must be signed in ink by an individual authorized to legally bind the offeror. The offeror's signature guarantees that the offer has been established without collusion. Offeror shall provide proof of authority of the person signing the RFP upon MT CTF Board request.

1.5.5 Offer in Effect for 120 Calendar Days. Offeror agrees that it may not modify, withdraw, or cancel its proposal for a 120-day period following the RFP due date, or receipt of best and final offer, if required.

1.6 SUBMITTING A PROPOSAL

1.6.1 Organization of Proposal. Offerors must organize their proposal into sections that follow the format of this RFP. Binders shall **not** be used. Binder clips may be used, and proposals **must** include tabbed dividers clearly marked separating each section. **Number Proposal pages consecutively. NOTE: The Letter of Transmittal (Section 3.5) must be the first page of the response.** Immediately following the Letter of Transmittal, insert RFP Cover sheet (page 1 of RFP), Initialed Instructions to Offerors (page 3 of RFP), signed acknowledgment of addendums, and remainder of proposal as instructed in this section.

All subsections not listed in the "Instructions to Offerors" on page 3 require a response. Restate the section/subsection number immediately prior to your written response.

Unless specifically requested in the RFP, an offeror making the statement "Refer to our literature..." or "Please see www.....com" may be deemed nonresponsive or receive point deductions. If referring to materials located in another section of the proposal, please note specific page numbers and sections. **The Evaluators are not required to search through the proposal or literature to find a response.**

Offerors are encouraged to use materials (e.g., paper, dividers, brochures, etc.) that contain post-consumer recycled content. Offerors are encouraged to print/copy on both sides of each page.

1.6.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. Further, the MT CTF Board may deem a proposal nonresponsive or disqualify it from further consideration if it does not follow the response format, is difficult to read or understand, or is missing requested information.

1.6.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals. Each proposal shall be evaluated separately.

1.6.4 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and 7 copies**. In addition, offerors must submit two electronic copies on compact disc (CD) or universal serial bus (USB) flash drive in Microsoft Word or portable document format (PDF). If any confidential materials are included in accordance with the requirements of Section 2.3.2, submit on a separate CD.

EACH PROPOSAL MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE clearly indicating it is in response to RFP-1507JH ***Proposals must be received in the Office of Procurement and***

Contracts, 2401 Colonial Drive, First Floor, Helena MT 59620, prior to 2:00 p.m., Mountain Time, March 18, 2015. Offeror is solely responsible for assuring delivery to the procurement officer by the designated time.

1.6.5 Facsimile Responses. A facsimile response to an RFP will ONLY be accepted on an exception basis with prior approval of the procurement officer and only if it is received in its entirety by the specified deadline. Responses to RFPs received after the deadline will not be considered.

1.6.6 Late Proposals. ***Regardless of cause, the MT CTF Board shall not accept late proposals. Such proposals will automatically be disqualified from consideration.*** Offeror may request the Procurement Officer return the proposal at offeror's expense or the Procurement Officer will dispose of the proposal if requested by the offeror. (See Administrative Rules of Montana (ARM) 2.5.509.)

1.7 COSTS/OWNERSHIP OF MATERIALS

1.7.1 MT CTF Board and the State Not Responsible for Preparation Costs. Offeror is solely responsible for all costs it incurs prior to contract execution.

1.7.2 Ownership of Timely Submitted Materials. The MT CTF Board and the State shall own all materials submitted in response to this RFP.

SECTION 2: RFP STANDARD INFORMATION

2.1 AUTHORITY

The RFP is issued under 18-4-304, Montana Code Annotated (MCA) and ARM 2.5.602. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. The MT CTF Board shall use only the evaluation criteria outlined in this RFP.

The MT CTF is a seven-member, volunteer Board appointed by the Governor. The MT CTF Board meets quarterly and is actively involved in selecting and funding programs. The MT CTF Board is autonomous and decisions regarding funding, program design, and recruitment are binding.

The MT CTF Board and the funded programs administratively attached to the State of Montana, Department of Public Health and Human Services. The MT DPHHS Grant Manager is the Liaison between the MT CTF Board and the Grantees.

2.2 OFFEROR COMPETITION

The MT CTF Board encourages free and open competition to obtain quality, cost-effective services and supplies. The State, along with MT CTF Board, designs specifications, proposal requests, and conditions to accomplish this objective.

2.3 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.3.1 Public Information. Subject to exceptions provided by Montana law, all information received in response to this RFP, including copyrighted material, is public information. Proposals will be made available for public viewing shortly after the proposal due date and time. The exceptions to this requirement are: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; and (3) other constitutional protections. See 18-4-304, MCA. The State provides a copier for interested parties' use at \$0.10 per page. The interested party is responsible for the cost of copies and to provide personnel to do the copying.

2.3.2 Procurement Officer Review of Proposals. Upon opening the proposals in response to this RFP the procurement officer reviews the proposals for information that meets the exceptions in Section 2.3.1, providing the following conditions have been met:

- Confidential information (including any provided in electronic media) is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the OneStop Vendor Information website at: <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx> or by calling (406) 444-4504.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors shall pay all of its legal costs and related fees and expenses associated with defending a claim for confidentiality should another party submit a "right to know" (open records) request.

2.4 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.4.1 Initial Classification of Proposals as Responsive or Nonresponsive. The MT CTF Board shall classify all proposals as either "responsive" or "nonresponsive" (ARM 2.5.602). The MT CTF Board may deem a proposal nonresponsive if: (1) any of the required information is not provided; (2) the submitted price excessive or inadequate as measured by the RFP criteria; or (3) the proposal does not meet RFP requirements and specifications. The MT CTF Board may find any proposal to be nonresponsive at any time during the procurement process. If the MT CTF Board deems a proposal nonresponsive will not be considered further.

2.4.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility consistent with ARM 2.5.407. An offeror may be determined nonresponsive at any time during the procurement process if information surfaces that supports a nonresponsive determination. If an Offeror's proposal is deemed nonresponsive, the procurement officer will notify the offeror by mail. The determination will be a part of the procurement file.

2.4.3 Evaluation of Proposals. The MT CTF Board/Committee will evaluate all responsive proposals based on stated criteria and recommend awards to the highest scoring Offerors. The MT CTF Board/Committee may initiate discussion, negotiation, or a best and final offer. In scoring against stated criteria, the MT CTF Board/Committee may consider such factors as accepted industry standards and a comparative evaluation of other proposals in terms of differing price and quality. These scores will be used to determine the most advantageous offerings to the MT CTF Board. The public may attend and observe the evaluation committee deliberations.

2.4.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Proposals may not include references to information such as Internet websites, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion, negotiation, or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.4.5 Opportunity for Discussion/Negotiation. After receipt of proposals and prior to the recommendation of award, the procurement officer may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to clarify their RFP response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to Helena, Montana, to discuss technical and contractual aspects of their proposal. Upon agreement with the Contractor and the MT CTF Board, teleconference and/or the use of an online meeting service or alternate means may be utilized in lieu of an in person meeting. All meetings shall be at the offeror's expense.

2.4.6 Best and Final Offer. Under Montana law, the MT CTF Board may request a best and final offer if additional information is required to make a final decision. The MT CTF Board reserves the right to request a best and final offer based on price/cost alone. Please note that the MT CTF Board rarely requests a best and final offer on cost alone.

2.4.7 Evaluator/Evaluation Committee Recommendation for Contract Award. The MT CTF Board/Committee will provide a written recommendation for contract awards to the procurement officer that contains the scores, justification, and rationale for the decisions. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring with the MT CTF Boards' recommendations.

2.4.8 Request for Documents Notice. Upon concurrence with the MT CTF Board's recommendations, the procurement officer will request the required documents and information, such as insurance documents, an electronic copy of any requested material (e.g., proposal, response to clarification questions, and/or best and final offer), and any other necessary documents. Receipt of this request does not

constitute a contract and no work may begin until a contract signed by all parties is in place. The procurement officer will notify all other offerors of the MT CTF Board selections.

2.4.9 Contract Execution. Upon receipt of all required materials, a contract (Appendix B) incorporating the Standard Terms and Conditions (Appendix A), as well as the offeror's proposal, will be provided to the offeror for signature. The offeror will be expected to accept and agree to all material requirements contained in Appendices A and B of this RFP. If the offeror does not accept all material requirements, the MT CTF Board will not award the contract to the offeror. Work under the contract may begin when all parties sign the contract.

2.5 MT CTF BOARD AND STATE'S RIGHTS RESERVED

While the MT CTF Board has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by the MT CTF Board to award and execute a contract. Upon a determination such actions would be in its best interest, the MT CTF Board, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP (18-4-307, MCA);
- Reject any or all proposals received in response to this RFP (ARM 2.5.602);
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP that would not have significant impact on any proposal (ARM 2.5.505);
- Not award a contract, if it is in the MT CTF Board's best interest not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if the MT CTF Board determines adequate state funds are not available (18-4-313, MCA).

SECTION 3: SCOPE OF SERVICES

To enable the MT CTF Board to determine the capabilities of an offeror to provide the services specified in the RFP, the offeror shall respond to the following regarding its ability to meet the MT CTF Board's requirements.

All subsections of Section 3 not listed in the "Instructions to Offerors" on page 4 require a response. Restate the subsection number and the text immediately prior to your written response. The narrative section of the proposal (SECTION 3) may not exceed 12 pages, single space with 1" margins. Use standard font type of Times New Roman with a point size 12. The Table of Contents must list the titles of all major sections and subsections along with their beginning page numbers. Prepare the Table of Contents in outline form.

NOTE: Address each item thoroughly. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

3.1 GOALS OF THE REQUEST FOR PROPOSAL

The MT CTF's funding priority is evidence-based or evidence-informed child abuse prevention programs or practices to promote the most efficient use of funding. Evidence-based and evidence-informed programs and practices successfully implemented with fidelity ensure the best outcomes.

The MT CTF uses the five protective factors as a basis for services.

The Five Protective Factors include:

- Parental Resilience;
- Social Connections;
- Knowledge of Parenting and Child Development;
- Concrete Support in Times of Need; and
- Social and Emotional Development of Children.

Program goals must also demonstrate a meaningful commitment to parent leadership, including parents of children with disabilities, parents with disabilities, and racial and ethnic minorities; and to foster an understanding, appreciation, and knowledge of diverse populations and/or cultural competent practices in order to be effective in preventing and treating child abuse and neglect.

The Goal of this RFP is to fund programs that provide child maltreatment prevention and strengthening families across the State of Montana. Programs may include:

- A. Best Beginnings Community Councils/Coalitions. Community-based programs and services designed to use demonstrated, evidence-based, or evidence-informed strategies with children and families in order to prevent child maltreatment and to strengthen families and communities. A \$25,000 maximum grant award is available for these programs.

What is the target population for funded programs?

Programs should have some activities available to the general population such as public awareness and education about preventing child abuse and neglect. In addition, programs should also target services to vulnerable families that are at risk of abuse or neglect. These families include:

- Parents (all, new, teens, etc.);
- Parents and/or children with disabilities;
- Racial and ethnic minorities;
- Members of underserved or underrepresented groups;

- Fathers;
- Homeless families and those at risk of homelessness;
- Unaccompanied homeless youth; and
- Adult former victims of child abuse and neglect or domestic violence

3.2 LETTER OF TRANSMITTAL

A one-page letter of transmittal typed on the **letterhead** of the submitting organization and signed by the Executive Director **must be the first page of the response.**

The Letter of Transmittal must include the following:

- a. Amount of funding requested;
- b. Brief overview of the organization's experience and structure;
- c. Number of years funded and amount(s) with the MT CTF (if previously funded for this program);
- d. Short, concise statement of need;
- e. The proposed evidenced-based or evidence-informed methods or practices;
- f. Beginning and ending dates of the program;
- g. Names, address, and signatures of Program Director and applicant (include physical street address for future site visits);
- h. Employer Identification Number (EIN);
- i. Submission date of the proposal; and
- j. E-mail addresses and telephone numbers for **all** personnel for funded program.

3.3 ABSTRACT OR EXECUTIVE SUMMARY

The Abstract represents the essence of the proposal, outlining the key points of the proposal and will serve as a “snapshot” of your proposal. Limit the abstract to 500 words. A well-written abstract summarizes **each** major section of the proposal and should be capable of speaking for the proposal if separated.

3.4 STATEMENT OF NEED

The Statement of Need must describe in detail the importance of the program, geographic location, target populations, and existing services that demonstrate the need for the identified project activities. Include statistical data from state fiscal year 2012, July 1, 2011 – June 30, 2012 including total numbers of children and families served.

Address the following questions:

- a. Describe the needs and concerns in your demographic area.
- b. What are the separate elements of each?
- c. Describe the demographics of the communities within the defined service area.
- d. Is the program area a high risk area as defined by a needs assessment?
- e. Describe the local resources that exist in your demographic area.
- f. Describe the gaps between needs and available resources.
- g. Describe the consequences of the unaddressed need(s) or problem(s).
- h. Programs applying for the first year of funding need to provide the number of children and families served to date during the current program year if available.

3.5 GOALS AND OBJECTIVES

This section addresses the realistic and clearly written program goals and objectives and expected outcomes for families. State the project's goals and objectives in terms that lead to specific, measurable outcomes that are community specific and are reflective of the statement of need. Demonstrate that the program goals are consistent and include (but not limited to) the following:

3.5.1 Prevention. Describe the desired outcomes of the program and relate to the primary and secondary prevention of child abuse and neglect. Outline several specific, measurable indicators of how the program will attain the goals.

3.5.2 Public Awareness. Include Public Awareness as one of the goals and show through the objectives how the program intends to carry out activities at the community level to promote funded program services and the MT CTF.

3.5.3 Child Abuse Prevention Month. Describe the activities the program will coordinate or participate in observance of April as Child Abuse Prevention Month (Strengthening Families Month). Public information activities that focus on the healthy, positive development of parents and children along with the promotion of child abuse and neglect prevention activities may be included.

3.5.4 Developing a continuum of services for unaccompanied homeless youth and those at risk for being homeless. Describe how your program will work to serve this diverse population or how your program will collaborate in your community to help address this issue.

3.5.5 Parental involvement in program planning and evaluation. Describe how your program will accomplish meaningful Parent Leadership. Parent Leadership occurs when parents address the challenges of parenting, gain the knowledge and skills to function in meaningful leadership roles and represent a “parent voice” to help shape the direction of their families, programs and communities. Shared Leadership is successfully achieved when Parents Leaders and professionals build effective partnerships and share responsibility, expertise and leadership in decisions being made that affect families and communities.

3.6 METHODS

This section addresses how your program achieves the specific goals and objectives and addresses the community’s needs. This section is a major component of the grant proposal. Organize your response utilizing the following subsections.

3.6.1 Evidence-based or Evidence-informed program/model. Briefly summarize the program's overall approach or procedures. If your program adapts the evidence-based program, describe how your program will measure the outcomes, the rationale behind the adaptation, if you have contacted the program's developer regarding the adaption, and how the adaptation applies to your community. Conduct serious considerations before any adaption or modification of an evidence-based program occurs.

3.6.2 Program Activities. Describe the program, implementation steps, phases of activities and relation to the goals and objectives. Include:

- activities that will enhance parent participation, leadership, and involvement in the planning, implementation and evaluation of funded programs and the network.
- description of how your organization will include community partners and work together to reach goals and objectives

3.6.3 Description of Service Delivery/Work Plan/Timetables. This section includes a work plan in a table format that includes tasks and timelines, connected to the identified goals and objectives. The work plan or timetable serves as a program implementation and monitoring tool helpful for launching the program when funded and for ensuring its timely completion. Relate the work plan back to the resources and needs demonstrated by the Statement of Need. Include how the program will achieve each stated objective within the proposed timeline. Include a summary of the program tasks, logically sequenced with beginning and ending dates, displayed in a chart, schedule, or diagram of who, or what organization within your council, will be responsible for the tasks.

The work plan is a useful tool for determining the practicality and probability of the proposed program activities within the timeframe and is essential for demonstrating this to the MT CTF Board.

3.6.4 Logic Model. Include a logic model. A logic model is a simple, logical illustration of what, why, and how the program will be successful. Use Appendix C for logic model format.

3.7 PROGRAM EVALUATION

Section 3.7 does not require a response for this RFP. This information will be required at the end of the contract period.

The evaluation serves as a guide for monitoring and modifying program activities. The primary purpose of evaluation, in addition to gaining insight into prior or existing initiatives, is to enable reflection and assist in the identification of future change.

3.7.1 Measurements. Explain the measurements of the proposed objectives to determine effectiveness and efficiency.

- a. Include a description of the proposed collected data.
- b. Include a description of the number of the potential individuals and families served.
- c. Include examples of evaluation tools utilized.

The MT CTF Final report will require the following to be completed.

1. **Measuring Outcomes.** Complete the below information for the **JULY 1, 2015 - June 30, 2016.**
 - I. **Population:** What was your target population? Were you successful in recruiting and retaining consumers? Why or why not? How many did you plan to serve? How many did you actually serve? What changes will you make related to identifying a target population, recruiting and maintaining them in your program?
 - II. **Services:** Describe the services you selected. Why were they selected? What were the assumptions, research, and experience that you used in choosing services? (Draw upon the "Assumptions" piece of the logic model from your original proposal). Were you pleased with the service model you selected? Why or why not? Did you implement the service model as you originally intended? Explain any deviations from your original model. What future changes do you plan to make in your program's services based on what you learned in implementing your services?
 - III. **Outcomes:** Report on outcomes by using the *Outcome Reporting Table* below. Be concise. Do not exceed one page per outcome, although you may attach relevant tables, graphs or charts to illustrate your results. Do not submit raw data or completed parent surveys although one blank copy of your survey(s) should be included in the report.

Instructions for use of table: (You should not exceed 1 page for each outcome reported on, although you may attach charts or tables to illustrate the findings.)

Outcome: State the outcomes from your original logic model.

Indicators: State the indicators from your original logic model.

Measurement: After each outcome and set of indicators, briefly describe how you evaluated its achievement. If you used a specific measurement tool, such as a survey, name the tool and attach a copy of it to this report.

Quantified Findings: What were the quantifiable results from your evaluation efforts? (Example: 80% of the participants reported a reduction in the use of corporal punishment. 94% increased the amount use of positive reinforcement, etc.). You will discuss these findings in greater detail in later sections of report. Attach applicable tables and/or charts.

Outcome Reporting Table Reporting period: ____/____/____ to ____/____/____

Outcome# ____ [1, 2, 3 . . .] <input type="checkbox"/> short term <input type="checkbox"/> intermediate <input type="checkbox"/> long-term
[Cut and paste the outcome from your logic model]
Indicators: [Cut and paste the indicators for the above outcome here]
Measurement: [describe how you measured outcomes here]
Findings: [Discuss results from your evaluation efforts. Quantify your findings when possible. Example: 80% of the participants reported a reduction in the use of corporal punishment. 94% increased the amount use of positive reinforcement, etc.). Attach applicable tables and/or charts.]

IV. Discussion of Evaluation findings:

Describe successes and shortcomings in outcome achievement. How were your outcomes related to your service implementation? How will your evaluation results be used by the agency? Include plans for future service delivery to improve on current results.

When possible, use qualitative data to help explain findings and conclusions.

3.7.2 Assessment Processes. Programs may be selected to participate in the Peer Review Process on an annual basis. Peer Review is a qualitative evaluation process that enables programs to conduct self-assessments and peer review assessments. A description of the results of the peer review process conducted with your program, if applicable, will be included in the final report. Further information regarding the Peer Review Process will be presented at the Annual Grantees' Meeting.

SECTION 4: OFFEROR QUALIFICATIONS

All subsections of Section 4 not listed in the "Instructions to Offerors" on page 4 require a response. Restate the subsection number and the text immediately prior to your written response.

4.1 MT CTF BOARD AND STATE'S RIGHT TO INVESTIGATE AND REJECT

The MT CTF Board may make such investigations as deemed necessary to determine the offeror's ability to perform the services specified. The MT CTF Board reserves the right to reject a proposal if the information submitted by, or investigation of, the offeror fails to satisfy the MT CTF Board that the offeror is properly qualified to perform the obligations of the contract. *This includes the MT CTF Board's ability to reject the proposal based on negative references.*

4.2 OFFEROR QUALIFICATIONS

To enable the MT CTF Board to determine the capabilities of an offeror to perform the services specified in the RFP, the offeror shall respond to the following regarding its ability to meet the MT CTF Board's requirements. **THE RESPONSE, "(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY," IS NOT APPROPRIATE FOR THIS SECTION.**

NOTE: Address each item thoroughly. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

4.3 APPLICANT CRITERIA

Non-profit agencies, community-based organizations (CBOs) and Faith-based Organizations (FBOs) that provide primary and secondary prevention services may apply.

CBOs and FBOs may reference the "Guidance to Faith-Based and Community Organizations on Partnering with the Federal Government" at <http://www.whitehouse.gov/government/fbci/guidance>. FBO organizations are eligible recipients if the proposed service is not dependent on the participation in religious activities and the delivery of service or funded program is all-inclusive.

4.4 ORGANIZATION

The MT CTF Board's goal is to have a comprehensive, coordinated system that provides governance structures and leads to strong collaborations in order to best meet the needs of Montana's youngest citizen and their families. Programs **must demonstrate capacity building** defined as "the process of developing and strengthening skills, instincts, abilities, and processes and resources that organizations and communities need to survive."

4.4.1 Organizational Capability Statement. Provide details for the following.

a. Describe the Organization's Mission and Vision, history of the organization, how the services and philosophy have evolved; and resources and strengths.

b. Describe the general experience and significant accomplishments of the organization (the evidence of credibility and merits of past performance such as professional accreditation and/or any awards.)

c. Provide a description and include the list of names, addresses and phone numbers of the members of the organization's Advisory Board and/or other committee members, their qualifications and roles in the organization.

d. Describe the structure of the Administration (i.e., Organizational Chart, if available.)

e. Provide proof of incorporation or certified statement of government status, 501C-3.

f. Provide a valid copy of the Workers' Compensation Coverage Certificate valid for the duration of the contract. If the current certificate expires during the contract term, the Contractor is required to submit a copy of the new certificate.

g. Provide a valid copy of the Certificate of Liability Insurance. Coverage must be valid for the duration of the contract. If the current coverage expires during the contract term the Contractor is required to submit a copy of the new certificate.

4.4.2 Staffing and Administration. Include reviews of the overall staffing for the program including positions, roles and responsibilities, levels of effort, job descriptions of all funded positions, staff coordination, and administration. Include years of experience providing services similar to those proposed; education requirements; and certifications where applicable. Identify what role each person would fulfill in performing work identified in this RFP. Describe the use of volunteers and parent leaders. Include any funded consultants or subcontractors under this grant. Include a copy of the subcontract, if applicable.

4.4.3 Resumes. Provide a resume or summary of qualifications, work experience, education, and skills for all key personnel, including any subcontractors, who will be performing any aspects of the funded contract. Resumes shall be included in the Appendix/Attachment Section.

4.4.4 Parents'/Consumers' References. Offeror shall provide at least **two (2) letters of support** from **parents/consumers** that are currently using or have used services of the type proposed with the program in this RFP. The MT CTF Board reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the contract. Negative references may be grounds for proposal disqualification. The letters of support shall be included in the Appendix/Attachment Section.

4.4.5 Cooperating Organizations. The MT CTF goal is to have a comprehensive, coordinated system that provides governance structures and leads to strong collaborations in order to best meet the needs of Montana's youngest citizen and their families. The most effective way to meet the challenge of preventing child abuse and neglect is for all programs, both public and private, to work together in partnership with families and other disciplines such as social services, health and mental health, child care, respite care, early childhood, education, head starts, law enforcement, faith-based organizations (FBO) and other CBOs, fatherhood and healthy marriage programs, tribal social services, Indian Health Services and tribal Health Departments, and other appropriate advocacy groups in the community.

Programs must demonstrate cooperation, collaboration and support from community partners as a requirement of the application.

a. Discuss who the program will work/partner with, how and why.

b. Describe the process for referrals in the community.

c. Provide at least 2 letters of support from community partners. Include in the Appendix/Attachment Section.

SECTION 5: COST PROPOSAL

All subsections of Section 5 not listed in the "Instructions to Offerors" on page 4 require a response. Restate the subsection number immediately prior to your written response.

5.1 EVALUATION OF BUDGET

It is the intent of the MT CTF Board to obtain the highest quality of services within reasonable budget line items. The MT CTF Board's primary interest is the quality of the proposal as measured by the evaluation criteria, budget proposals, and the desired outcomes.

5.2 BUDGET LINE ITEM TABLE

The budget response must include a description of the proposed operating budget for the program. A sample line item budget table is included in Appendix E. Parent Leadership is a possible Budget line item category.

5.2.1 Personnel Expenses. Frequently, personnel are the largest expenditure. Time and attendance records must be maintained on site, and available upon request.

- a. List names of all staff funded by, in whole or partial, with MT CTF Funds. Costs must tie to personnel used to implement the MT CTF funded program/project.
- b. Include how salary rates were determined.
- c. Describe what is included in fringe benefits.
- d. Provide the travel and per diem costs, showing all calculations for projected costs. Relate all travel costs directly to project activities.

5.1.2 Supply and Equipment Expenses. Items costing less than \$250 should be budgeted as consumable supplies. The MT CTF Board typically does not fund equipment, such as computers, copiers, etc.

5.2.3 Rent Expenses. MT CTF funding does not typically cover rent. If rent is a budget line item, include a detailed description of the reasoning. The request evaluated on a case-by-case basis. In most cases, classify rent as an In-kind match.

5.2.4 Subcontractors and Consultants. To provide further detail submit a subcontract with your grant proposal.

5.2.5 Administrative Fees. Administrative fees are limited to 10% of the total budget requested. You may classify any additional administrative fees as either a hard cash match or in-kind match.

5.2.6 Match and In-kind Match. Matching funds help programs develop sustainability in the community. Use the cited formula, taking into consideration the percentage match variable in the formula. Matching funds may not be from Federal sources. Use formulas from Sections 5.3 and 5.4 for each level of funding.

5.2.7 Budget Narrative. Provide a *detailed* budget narrative. The Budget Narrative **must** accompany and reflect all of the Budget Line Item Table. The Budget Narrative explains each Budget Line Item in detail and uses average market rates for items such as printing and/or publications and volunteers.

The budget narrative shall also include a section explaining the source and identity of matching funds. Matching funds can be a 50/50 combination of hard cash and in-kind contributions in the **subsequent** years of funding.

If Subcontractors and/or Consultants are used, the budget narrative must explain in detail the calculation of personnel costs and the direct association with activities performed. Include the functions the subcontractors and/or consultants will perform.

5.3 LOCAL COMMUNITY-BASED PROGRAMS

Community-based programs and services are designed to use demonstrated, evidence-based, or evidence-informed strategies with children and families in order to prevent child maltreatment and to strengthen families and communities.

5.3.1 New Programs. First Year funding requests must not exceed \$25,000 for a one-year period, and must include a **5% hard cash match** for local sources for year one.

Match requirements for subsequent years include:

- **Year Two: 25% Match**
- **Year Three: 40% Match**

SECTION 6: EVALUATION PROCESS

6.1 BASIS OF EVALUATION

The MT CTF Board/committee will review and evaluate the proposals according to the following criteria based on a **total number of 260 points: Scope of Service, Offeror Qualifications, Cost Proposal and Compliance with all Instructions**. The rating of each proposal will be based on the following **Scoring Guide**.

Superior Response (95-100%): A superior response is an exceptional reply that completely and comprehensively meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency.

Good Response (75-94%): A good response clearly meets all the requirements of the RFP and demonstrates in an unambiguous and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (60-74%): A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

Failed Response (59% or less): A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

6.2 EVALUATION CRITERIA

Category	Section of RFP	Point Value
Scope of Services	50% of points for a possible 130 points	
1. Table of Contents	3	5
2. Letter of Transmittal	3.2	10
3. Abstract or Executive Summary	3.3	15
4. Statement of Need	3.4	25
5. Goals and Objectives	3.5	25
6. Methods	3.6	40
7. Logic Model	3.6.4	10
Offeror Qualifications	38% of points for a possible 100 points	
9. Organizational Capability Statement	4.4.1	20
10. Staffing and Administration	4.4.2	20
11. Resumes	4.4.3	20
12. Parents'/Consumers' References	4.4.4	20
13. Cooperating Organizations	4.4.5	20
Cost Proposal	10% of points for a possible 25 points	
14. Budget Line Item Table	5.2	25
Compliance with all instructions	2% of points for a possible 5 points	
15. Overall Compliance		5

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to this request for proposal and/or or acceptance of a contract, the Contractor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the Office of Procurement and Contracts prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/ProcurementServices/preferences.mcp.x>.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

APPENDIX B: CONTRACT

CONTRACT FROM THE MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

CONTRACT NUMBER: XXXXXXXXXXXXXXX

SECTION 1. PARTIES

THIS CONTRACT, is entered into between the Department of Public Health and Human Services, (the "Department"), State of Montana ("State"), 2401 Colonial Drive, P.O. Box 4210, Helena, Montana 59604, 406-444-3002, e-mail _____ and _____ ("Contractor") whose nine (9) digit Federal ID Number is _____, and whose address, phone number, and email address are _____ and _____.

THE PARTIES AGREE AS FOLLOWS:

SECTION 2. PURPOSE.

The purpose of this contract is to support community-based efforts to focus primarily on the prevention of child abuse and neglect; to fund programs to provide support to families in nurturing healthy children in safe environments; to strengthen a community's capacity building; and to reduce the likelihood of child abuse and neglect by targeting the five protective factors.

SECTION 3. TERM OF CONTRACT.

- A. The term of this Contract is from XXXX through XXXX unless terminated in accordance with the Contract. This Contract may not exceed a total of three (3) years if the parties agree in writing to the extension prior to the end of the current term of this Contract.
- B. The completion date of performance for purposes of issuance of final payment for services under this Contract is the date upon which:
 - 1) the Contractor is required to perform nothing further and has no additional corrective actions to complete; and
 - 2) all final reports required under this Contract are appropriately submitted and are satisfactory.
- C. After completion or termination of the Contract, Contractor remains obligated to comply with all continuing legal and contractual obligations, duties and responsibilities including but not limited to obligations related to state and federal reporting, record retention, provision of access and information for audits, indemnification, insurance, protection of confidential information, recipient grievances and appeals, and property ownership and use.

SECTION 4. SERVICES TO BE PROVIDED.

- A. The Contractor must provide the services described in Attachment C (to be inserted prior to contract execution) to this Contract:
- B. Time is of the essence under this Contract. Uninterrupted and continuous delivery of the contracted goods and services is required.
- C. All persons and entities the Contractor engages under this contract, including its employees and approved subcontractors, must be appropriately trained, licensed, certified and credentialed as required by law.
- D. The Department and the Contractor, their employees, agents, approved contractors and subcontractors will cooperate with those of the other party, and with other state or federal administrative agency employees and subcontractors at no charge for purposes relating to the administration of the services to be delivered under this Contract.

SECTION 5. CONSIDERATION AND PAYMENTS

The Department will reimburse the Contractor in consideration of the goods and services the Contractor provides and renders under this Contract as follows:

- A. Total Reimbursement Available.

The total reimbursement provided to the Contractor for the purposes of this Contract may not exceed \$_____ per State Fiscal Year XXXX (insert dates) for which the contract is in effect and for the months for which the Contractor is eligible to receive contract funds. The Contractor agrees to spend [use] the funds issued by the Department only during the time frame in which they were issued.

- B. Billing for Performance.

The Contractor may only bill and receive payment for services that have been performed.

- C. Other Programs as Payers for Services – Non-duplication of Payment.

The Contractor may not seek compensation from monies payable through this Contract for the costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.

- D. Billing Procedures and Requirements.

- 1. The Department will pay / reimburse the Contractor in consideration of the goods and services the Contractor provides and renders under this Contract quarterly, commencing XXXX. The Contractor must bill in accordance with the procedures and requirements of the Department and must submit invoices on forms the Department provides itemizing all services and expenses for reimbursement. Invoices must be submitted at the same time as the quarterly reports required in section _____.

2. Payment to the Contractor shall be made to:

Contractor name
Address
City, State, Zip Code

3. This contract is valid and enforceable only if sufficient funds are made available to the State and by the State for the appropriate fiscal year for the purposes of this program.

E. Adjustments to Consideration

The Department may adjust the consideration provided to the Contractor under this Contract based on any reductions of funding, governing budget, erroneous or improper payments, audit findings, or failings in the Contractor's delivery of services.

F. Sources of Funding

The sources of the funding for this Contract are approximately \$125,000 from federal grants.

G. Erroneous and Improper Payments

The Contractor may not retain any monies the Department pays in error or which the Contractor, its employees, or its agents improperly receive. Any monies the Contractor receives in error are a debt the Contractor owes to the Department. The Contractor must immediately notify the Department if it determines a payment may be erroneous or improper, and must return that payment within 30 days of the Department requesting its return. If the Contractor fails to return to the Department any erroneous or improper payment, the Department may recover such payment by any methods available under law or through this Contract, including deduction of the payment amount from any future payments to be made to the Contractor.

H. Withholding for Failure to Perform

The Department may withhold payment at any time during the term of the Contract and may withhold final payments under the Contract if the Contractor is failing to perform its duties and responsibilities in accordance with the terms of this Contract. The Department will give the Contractor written notice of both the amount of withheld and of the basis for the withholding of payment.

SECTION 6. CONFLICTS OF INTEREST AND ANTITRUST VIOLATIONS

A. The Contractor must:

1. comply with applicable state and federal laws, rules and regulations regarding conflicts of interest in the performance of its duties under this Contract;
2. cooperate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to the activities conducted under this Contract;
3. establish safeguards to prohibit its board members, officers and employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain; and

4. have no interest nor acquire any direct or indirect interest that would conflict in any manner or degree with its performance under this Contract.
- B. This contract is subject to immediate termination if the Contractor engages in any violation of state or federal law relating to:
1. mail fraud, wire fraud, making false statements, price fixing and collusion to fix prices under the Sherman Act, 15 U.S.C. §§ 1-7 and engagement in kickback schemes in violation of the Anti-Kickback Act, 41 U.S.C. §§ 51-58; and
 2. colluding with other contractors in a noncompetitive manner to gain unfair advantage in providing services at a noncompetitive price in violation of 18-4-141, MCA.
- C. The Contractor may not enter into any Contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Contractor may receive a financial or other valuable benefit as a result. The Department may grant exceptions to this prohibition where it determines that the particular circumstances warrant the granting of an exception.

SECTION 7. REPORTING OF FALSE CLAIMS, FRAUD, AND OTHER CRIMINAL MATTERS

- A. The Contractor, its employees, agents and subcontractors must immediately report any credible evidence of misconduct involving federal funds under this Contract, including any false claim under the federal False Claims Act (31 U.S.C. §§ 3729-3733), to the Office of Inspector General for the federal Department of Health & Human Services, the federal Department of Education or the federal Department of Agriculture, as applicable.
- B. The Contractor must report to the Department or other state authority any credible evidence that a violation of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA, has been committed.

SECTION 8. CREATION AND RETENTION OF RECORDS

- A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of the Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for seven (7) years after its completion date.
1. Records developed for the purposes of delivery of human services under this Contract are the property of the Department and must be maintained, retained, transferred and disposed of as provided in this Contract or as otherwise directed by the Department.
 2. Records pertaining to the delivery of medical services are not subject to the requirement of subsection (1) except to the extent expressly provided for in this Contract or as a necessary feature of the delivery of a human service such as medical evaluations for purposes of eligibility and service delivery of vocational rehabilitation services.

3. The Department will provide the Contractor with copies of any forms of documents and records the Department specifically requires the Contractor to use in the performance of this contract.
- B. If any litigation, reviews, claims or audits concerning the records are begun before the expiration of the seven (7) year period, the Contractor must continue to retain them until such litigation, reviews, claims or audits are resolved. The Contractor must provide authorized state and federal entities, including Montana DPHHS, the U.S. Departments of Health and Human Services, Agriculture, Energy and Education, their auditors, investigators and agents, with timely and unrestricted access to all of the Contractor's records, materials and information including any and all audit reports with supporting materials and work documents related to the delivery of goods and services provided under this Contract for purposes of audit and other administrative activities and investigations. Access must be provided in a format acceptable to those authorized entities, whose representatives or employees may record and copy any information and materials necessary for any administrative activity, investigation and audit or other administrative activity or investigation.
- C. The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as agreed to by the parties.

SECTION 9. ACCOUNTING, COST PRINCIPLES AND AUDIT

A. Accounting Standards

The Contractor must maintain a system of accounting procedures and practices that (1) permits timely development of all necessary cost data in the form contemplated by the contract type, (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles (GAAP); and (3) complies with any other accounting requirements the Department specifies.

B. Internal Controls

The Contractor must maintain and document an adequate system of internal controls that address: 1) the control environment, 2) the risk environment, 3) the risk assessment, 4) the control activities, 5) information, communications, and monitoring.

C. Separate Accounting of Funding

The Contractor must separately account for and report the source, the receipt, and the expenditure of the different types of program funding received from the Department under this Contract. Except as may be expressly allowed for under this Contract, each different fund must be accounted for separately and may not be diverted or commingled.

D. Audits and Other Investigations

The Department and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to assure the appropriate administration and performance of the Contract; and the proper expenditure of monies, delivery of

goods, and provision of services pursuant to the Contract. The Contractor will provide the Department and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Contractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken and access shall be afforded under this section from the time the parties enter the Contract until the expiration of eight (8) years from the completion date of the Contract. M.C.A. § 18-1-118.

E. Corrective Action

If directed by the Department, the Contractor must take corrective action to resolve audit findings. The Contractor must prepare a corrective action plan detailing actions the Contractor proposes to undertake to resolve those audit findings. The Department may direct the Contractor to modify the corrective action plan.

F. Reimbursement for Sums Owing

The Contractor must reimburse or compensate the Department in any other manner as the Department may direct for any sums of monies determined by an audit or other administrative activity or investigation to be owing to the Department.

G. Federal Financial Requirements

1. The Contractor must maintain appropriate financial, accounting and programmatic records necessary to substantiate conformance with federal requirements governing fund expenditures, even if this Contract is not cost / budget based.
2. The Contractor must comply with the audit requirements of Federal Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the cost and accounting principles set forth in the provisions of the applicable OMB Circular concerning the use of the funds provided under this Contract, that is, OMB Circular "A-122, Cost Principles for Non-Profit Institutions" concerning the use of federal funds provided on a cost-reimbursement basis under this Contract.

SECTION 10. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

- A. The Contractor may not agree to assign, transfer, delegate or subcontract this contract in whole or in part, or any right or duty arising under this contract, unless the Contractor submits a written request to the Department's liaison and the Department gives its express written approval to the assignment, transfer delegation or subcontract. Any agreement to assign, transfer, delegate or subcontract to which the Department does not give its express written approval is null and void; does not make the Department a party to that agreement; and creates no right, claim or interest in favor of any party to that agreement against the Department.
- B. An assignment, transfer, delegation or subcontract entered into by the Contractor related to the obligations of the Contractor under this Contract must be in writing, must be subject to the terms and conditions of this Contract, and must contain any further conditions as may be required by the Department.

- C. The Contractor must immediately notify the Department of any litigation concerning any assignment, transfer, delegation or subcontract.
- D. In accordance with the sections of this Contract regarding indemnification, the Contractor must indemnify and hold the Department harmless with respect to any suit or action arising out of or brought by any party to an assignment, transfer, delegation or subcontract.

SECTION 11. INDEMNIFICATION

- A. The following apply for the purpose of this section:
 - 1. "Contractor" includes the Contractor and any officer, employee, volunteer, agent, subcontractor, representative or assignee of the Contractor and any other person, partnership, corporation, or other legal entity performing work or services, or providing materials under this Contract for or on behalf of the Contractor. The term "contractor" does not include state governmental entities such as units of the Montana University System.
 - 2. "State of Montana" includes the State of Montana and the Department, and any of their officials, employees, volunteers or agents acting within the scope of their duties and responsibilities.
 - 3. "Allegation of liability" includes both actual and alleged claims, demands, and legal causes of action.
- B. The Contractor shall at its sole cost and expense indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, including personal injury, death, or damage to property, and any resulting judgments, losses, liability, penalties, costs, fees, cost of legal defense and attorney's fees in favor of third parties, including the officers, employees and agents of the Contractor.
- C. The obligation of the Contractor to indemnify, defend, and hold harmless the State of Montana under this Section extends only to losses, liabilities, damages, costs, or fees resulting or arising in whole or in part from any actual or alleged actions, failures, or omissions of the Contractor and of the State of Montana as jointly liable with the Contractor relating to performance under this Contract, including any actual or alleged:
 - 1. acts, errors, omissions or negligence, whether willful or not;
 - 2. failure or omission to perform the duties, responsibilities or services under this Contract; or
 - 3. failure to comply with any federal, state, and local legal authorities, regulations, and ordinances applicable to the services or work to be provided under this Contract or applicable to the work environment or employment practices of the Contractor.

The obligation of the Contractor to indemnify, defend and hold harmless the State of Montana under this section does not extend to losses, liabilities, damages, costs, or fees arising solely out of or resulting solely from the actions, failures, or omissions of the State of Montana.
- D. The Department must give the Contractor notice of any allegation of liability and at the Contractor's expense the Department shall cooperate in the defense of the matter.

- E. If the Department determines the Contractor has failed to fulfill its obligations as the indemnitor under this Section, the Department may proceed to undertake its own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.
- F. The Contractor must reimburse the Department under this Section for any and all costs to the Department resulting from settlements, judgments, losses, liabilities, and penalties and for all the costs of defense the Department incurs including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 12. LIMITATIONS OF STATE LIABILITY

Any liabilities of the State of Montana and its officials, employees and agents are governed and limited by the provisions of Title 2, chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.

SECTION 13. INSURANCE COVERAGE

A. GENERAL REQUIREMENTS

1. The following definitions apply for the purposes of this section.
 - a. "Contractor's agents" is including subcontractors, representatives, assignees, volunteers and any other person, partnership, corporation, or other legal entity performing work or services, or providing materials under this Contract on behalf of Contractor.
 - b. "Claim" is including both actual and alleged claims, demands, and legal causes of action.
2. The Contractor must acquire and maintain adequate liability insurance coverage in the forms and amounts stated in this Section to assure the State of Montana that there is insurance coverage for any potential losses, damages, and other expenses that may arise in the Contractor's performance of this Contract.
3. The Contractor must provide the Department with a copy of the certificate of insurance prior to performance showing compliance with the requisite coverage and at the request of the Department shall provide copies of any insurance policies pertinent to the requisite coverage, any endorsements to those policies, and any subsequent modifications of those policies.
4. The Contractor must maintain the insurance required in this Section throughout the time period of this Contract. During the term of this Contract, the required insurance may not be changed in any way which renders it not in conformance with the requirements of this Section, including but not limited to cancellation of the insurance, allowing the insurance to expire, reduction or restriction of the terms and coverage, until the

insurance carrier has given the Department's liaison 30 days' written notice prior to the change and the Contractor has obtained written commitment for replacement coverage that is in conformance with the requirements of this Section and proof that the replacement coverage is given with the notice to the Department. The Contractor must notify the Department immediately of any material change in insurance coverage and must provide to the Department copies of any new certificate or of any revisions to the existing certificate issued.

5. The Contractor is responsible for paying all premiums and deductibles for each insurance policy required by this Contract.
 - a. Any deductible or self-insured retention must be declared to the Department. At the request of the Department, the Contractor must
 - i. reduce or eliminate such deductibles or self-insured retentions in relation to the State, its officials, employees, and volunteers; or
 - ii. procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.
6. Each insurance policy required in this Section must be purchased from an insurance carrier authorized to do business in the State of Montana with an A.M. Best's rating of no less than A-, or through a qualified self-insurer plan implemented in accordance with Montana law and subject to the approval of the Department.
7. Each insurance policy required in this Section shall be the primary insurance as it concerns the State of Montana, its officials, agents, employees, and volunteers and must apply separately to each project or location. Any insurance or self-insurance maintained separately by the State of Montana, its officials, employees, agents, and volunteers is in excess of the Contractor's insurance and shall not contribute with it.
8. Except for professional liability insurance, the Contractor's insurance must include coverage for its subcontractors, or the Contractor must furnish to the Department copies of separate certificates of insurance and endorsements for each subcontractor. Except for professional liability insurance, Contractor's insurance coverage must also specify that the State, including its officials, employees, agents and volunteers, is covered as additionally insured for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor's officers, employees and agents and of the Contractor's performance, the services and products, and the completed operations; and arising in relation to the premises owned, leased, occupied, or used by the Contractor.
9. The Contractor's insurance coverage under any insurance policy necessary for performance of this Contract is the primary insurance in respect to the State of Montana, including its officials, agents, employees, and volunteers and must apply separately to each project or location. Any insurance or self-insurance maintained by the State of Montana, its officials, employees, agents, and volunteers is in excess of the Contractor's insurance and does not contribute with it.

10. If the total of losses for submitted claims exceeds the aggregate amount of insurance coverage a Contractor has, the Contractor must procure additional coverage based upon those increased claims for the remaining term of the Contract.

B. General Liability Insurance

1. The Contractor must have primary general liability insurance coverage that covers tort and other claims of liability arising from personal harm or losses, bodily injuries, death, or damages to or losses of real and personal property or for other liabilities that may be claimed in relation to the Contractor's performance. The insurance must cover claims that may be caused by any act, omission, or negligence of the Contractor or the Contractor's officers, employees, or agents.
2. General liability insurance coverage must have combined single limits for bodily injury, personal harm or loss, and property damage or loss of \$1,000,000 per occurrence and \$2,000,000 per aggregate year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities or towns pursuant to 2-9-108, MCA.

C. Automobile Liability Insurance

If the contractor is transporting department employees, volunteers, or program consumers or department materials in performing the contract:

1. The Contractor must have automobile insurance coverage that covers claims caused by any act, omission, or negligence of the Contractor or the Contractor's officers, employees, or agents. The coverage must be comprehensive and cover Contractor owned, leased, hired, or borrowed vehicles or using personal vehicles.
2. The Contractor must maintain at a minimum automobile insurance coverage inclusive of bodily injury, personal injury or loss, and property damage, with split limits of \$1,000,000 per person for personal injury or loss, \$2,000,000 per accident occurrence for personal injury or loss, and \$1,000,000 per accident for property damage, or combined single limits of \$1,000,000 per occurrence and \$2,000,000 aggregate per year..

D. Professional or Errors and Omissions Liability Insurance

If this contract is for professional services, including but not limited to accountants, architects, healthcare professionals and lawyers, where errors and omissions in the delivery of services to the department or to the department's consumers by the professionals could potentially result in significant harm to persons or the interests of the department;

1. The Contractor must have professional insurance to cover such claims as may be caused by an error, omission, or other negligent act of the Contractor as a professional and any other employed or subcontracted professional staff involved in providing the contracted services.
2. At minimum, the coverage must have combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year.

3. If occurrence coverage is not available or is cost prohibitive, the Contractor may provide “claims made” coverage if:
 - a. the commencement date of this Contract does not fall outside the effective date of insurance coverage; and
 - b. the claims made policy has a three-year tail for claims that are filed after the cancellation or expiration date of the policy.

SECTION 14. COMPLIANCE WITH BUSINESS, TAX, LABOR, AND OTHER LEGAL AUTHORITIES

- A. The Contractor assures the Department that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- B. The Contractor and its employees, agents and subcontractors are not employees of the State and the Contractor may not in any manner represent or maintain the appearance that they are employees.
- C. The Contractor must maintain coverage for the Contractor and the Contractor’s employees through workers’ compensation, occupational disease, and any similar or related statutorily required insurance program at all times during the term of this contract. The Contractor must provide the Department with proof of necessary insurance coverage as it may be issued to the Contractor and must immediately inform the Department of any change in the status of the Contractor’s coverage.
- D. If the Contractor has received an independent Contractor certification from the Montana Department of Labor and Industry as to the Contractor for workers’ compensation and other purposes, the Contractor must provide the Department with a copy of the current certification and must immediately inform the Department of any change in the status of the Contractor’s certification. This requirement is not applicable if the Contractor’s occupation under Montana law is a recognized professional occupation that when practiced as an independent business may be conducted without the independent contractor certification.
- E. The Contractor and its employees, agents and subcontractors must report to the Department or other appropriate state authority any credible evidence that an act in violation of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA, has been committed.
- F. The Contractor, as a Contractor for the State, must comply on an on-going basis with the Montana prevailing wage requirements in Title 18, chapter 2, part 4, MCA unless the services contracted for are “human services” or one of the other exclusions from the prevailing wage requirement.
- G. The Contractor may not use a person as an independent Contractor in the performance of its duties and responsibilities under this Contract unless that person is currently certified in accordance with Montana legal authorities as an independent Contractor and remains so, or is

otherwise exempt under Montana legal authorities from the requirement to possess an independent contractor certification.

- H. The Contractor is solely responsible on an on-going basis for and must meet all labor, health, safety, and other legal requirements, including payment of all applicable taxes, premiums, deductions, withholdings, overtime and other amounts, which may be legally required with respect to the Contractor, the Contractor's employees, and any persons providing services on behalf of the Contractor under this Contract.
- I. The Contractor must comply on an on-going basis with all applicable federal and state legal authorities, executive orders, federal administrative directives, federally approved waivers for program administration, regulations and written policies, including those pertaining to licensing.
- J. The Contractor shall only employ, contract or otherwise engage personnel who are authorized to work in the United State in accordance with applicable federal and state laws.
- K. The section of this Contract regarding indemnification applies with respect to any and all claims, obligations, liabilities, costs, attorney fees, losses or suits involving the Department that accrue or result from the Contractor's failure to comply with this section, or from any finding by any legal authority that any person providing services on behalf of the Contractor under this Contract is an employee of the Department.

SECTION 15. CIVIL RIGHTS

A. Discrimination Prohibited Under Federal and State Authorities

The Contractor may not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin in the performance of this Contract or in the delivery of state services or funding on behalf of the State. The Contractor may not receive funds from the State if the Contractor engages in discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

B. Compliance with Federal and State Authorities

The Contractor must comply, as applicable, with the provisions of:

1. The Montana Human Rights Act (49-2-101, *et seq.*, MCA);
2. The Montana Governmental Code of Fair Practices (49-3-101, *et seq.*, MCA);
3. The federal Civil Rights Act of 1964 (42 U.S.C. 2000d, *et seq.*), prohibiting discrimination based on race, color, or national origin;
4. The federal Age Discrimination Act of 1975 (42 U.S.C. 6101, *et seq.*), prohibiting discrimination based on age;

The Education Amendments of 1972 (20 U.S.C. 1681), prohibiting discrimination based upon gender;

6. Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. 794), prohibiting discrimination based upon disability;

7. The federal Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*), prohibiting discrimination based upon disability;
8. The Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. 4212);
9. The federal Executive Orders 11246 and 11375 and 41 CFR Part 60, requiring equal employment opportunities in employment practices; and
10. The federal executive Order 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services.

C. Civil Rights Violations

The Department may undertake any and all actions, including contract termination, necessary to remedy any prohibited discriminatory action by the Contractor or to remedy any failure by the Contractor to carry out an affirmative action as required in federal or state legal authorities.

SECTION 16. FEDERAL REQUIREMENTS

A. Generally.

Prior to signing this Contract, the Contractor must sign and submit to the Department OMB Form 424B (Rev. 7-97) (known as “Assurances – Non-Construction Program”) and the Department’s “Certification of Compliance with Certain Requirements for Department of Public Health & Human Services (June 2011)”, Attachment A to this Contract. The Contractor must comply with and ensure its subcontractors’ compliance with the applicable federal requirements and assurances in those forms, including any related reporting requirements. The Contractor is responsible for determining which requirements and assurances are applicable to the Contractor.

B. Political and Lobbying Activities

1. Except as expressly permitted by state and federal legal authorities, the Contractor, its employees and agents may not use any monies received under the terms of this Contract to make payments for salaries, expenses or otherwise related to:
 - a. any political activities;
 - b. publicity or propaganda, or the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or a state legislature, except for presentations to the U.S. Congress or a state legislative body or one or more of its members as an aspect of normal and recognized executive-legislative relationships;
 - c. the awarding of any federal Contract, grant or loan, the making of any cooperative agreement or the extension, continuation, renewal, amendment or modification or any federal Contract, grant, loan or cooperative agreement; and
 - d. influencing or attempting to influence:

- i. a member, officer or employee of the U.S. Congress or of any branch of any state or local legislative body, an employee of a member or officer of the U.S. Congress or of any branch of any state or local legislative body;
 - ii. any legislation or appropriations pending before the U.S. Congress or a state or local legislative body; or
 - iii. any officer or employee of any federal or state agency.
2. If the Contractor, its employees or agents pay any funds other than the monies received under this contract to any person for influencing or attempting to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress or an employee of a member of the U.S. Congress in connection with this Contract, the Contractor must complete and submit to the Department the federally required form, "STANDARD FORM LLL". The Contractor must cooperate with any investigation undertaken regarding the expenditure of funds for political or lobbying activities.

D. Prohibition on Contracting with Federally Debarred Entities or Persons.

1. At the time engagement and on a monthly basis thereafter, the Contractor shall check the "list of Excluded Individuals/Entities" maintained by the Office of Inspector General for the federal Department of Health & Human Services to determine whether any person or entity engaged with or employed by the Contractor appears on the list and will immediately report to the Department any person or entity who appears on the list and will take appropriate action to terminate the Contractor's relationship with the debarred person.
2. The Department will terminate this contract immediately if the Contractor:
 - a. as an entity is debarred, suspended, or otherwise excluded by the federal Office of Inspector General ["OIG"] or by the Department under federal or state legal authority from participating in federally funded procurement activities or from receiving reimbursement through a health care program unless the OIG provides a lawful waiver of the debarment exclusion; or
 - b. employs or engages a person who is debarred or subject to debarment from receiving reimbursement through federal and state health care programs, including a director, officer, partner, person with beneficial ownership of more than 5 percent of the Contractor's equity, employee, consultant, or person otherwise providing items and services that are significant and material to the Contractor's obligations under this Contract with the Department.

E. Reporting for Compliance with the Federal Transparency Act.

1. The following definitions apply for the purpose of with this Section:
 - a. "Entity" includes a corporation, an association, a partnership, a limited liability company, a limited liability partnership, a sole proprietorship, a nonprofit corporation, any other legal business entity, a tribe or tribal entity, an institution of higher education and a state or local government. It does not include a natural

person and performance is not related to any business or nonprofit organization that the person may own, control or operate.

- b. "Federal award" includes monies received by the Department through federal grants and contracts, and includes the expenditure of federal monies under cooperative agreements, including all forms of Medicaid payments. It does not include payments and reimbursements made to vendors of supplies, equipment, maintenance and other routine services.
 - c. "Total compensation" includes the cash and noncash dollar value earned by the official/executive during the contractor's past fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus;
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments;
 - iii. Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees;
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans
 - v. Above-market earnings on deferred compensation which is not tax-qualified; and
 - vi. Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.
2. The Contractor will submit to the Department the below information related to the monies paid pursuant to this Contract on Attachment C to this Contract (FFATA Summary Form), in fulfillment of the reporting requirements of the Federal Funding Accountability And Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1:
- a. name of the entity receiving the award;
 - b. the pertinent NAICS code for the Contractor's business activity;
 - c. the Data Universal Numbering System (DUNS) identifier assigned to the Contractor or other unique identifier of the entity receiving the award;
 - d. the DUNS identifier or other unique identifier assigned to the parent entity of the recipient, should the recipient be owned by another entity;
 - e. award title;
 - f. descriptive purpose of the funding action;
 - g. the amount of the award;
 - h. the transaction type;
 - i. the funding agency;

- j. the Catalog of Federal Domestic Assistance number for grant derived program funding;
 - k. the program source;
 - l. the location of the entity receiving the award, including four data elements for the city, State, Congressional district, and country; and
 - m. the location of the primary place of performance under the award, including four data elements for city, State, Congressional district, and country.
3. The Contractor must mail to the Department each year during the term of the Contract an "Officers/Executive Compensation Report" (the Compensation Report) if the Contractor has:
- reported gross income in the previous tax year totaling \$300,000 or more;
 - consideration for this Contract totaling \$25,000 or more at the signing of or any time during the term of the Contract;
 - annual gross revenues totaling more than \$25,000,000; and
 - federal awards which constitute 80% of the Contractor's annual gross revenues.
- a. The Compensation Report will present (1) the individual names and total compensation of the five most highly compensated officers/executives of the Contractor for the most recent full calendar year and (2) the Contractor's Data Universal Numbering System (DUNS) number issued through Dun and Bradstreet. The most highly compensated officers/executives reporting is limited to persons who are engaged in governance and management and is not including highly compensated professionals such as physicians who do not participate substantively in governance or management.
 - b. The Contractor is to submit the Compensation Report to the Department by the end of the month following the month in which the total of the monies obligated through this Contract is at \$25,000 or more, whether occurring at the time of signing or at some later date due to a contractual amendment. The Contractor must continue to submit the Compensation Report annually during the term of the Contract on the anniversary of the initial date of submittal, even if the total consideration for the Contract is later amended to be less than \$25,000.
 - c. The Contractor will submit the Compensation Report to the Department by first-class mail addressed as follows:

DPHHS
Attn: BFSD-FFATA Reporting
PO Box 4210
Helena, MT 59604-4210
 - d. In lieu of the Report, the Contractor may submit to the Department the most currently available public report of compensation information as reported to:

- i. the Security and Exchange Commission (SEC) under sections 13(a) or 15(d) of the Securities Exchange Act of 1934 through the Contractor's annual proxy statement; or
 - ii. the Internal Revenue Service under section 6104 of the Internal Revenue Code of 1986 through Section VII of the Contractor's Form 990.
- e. The Contractor does not need to report the compensation information of its top 5 officers/executives if the federal government designates that information as classified and not subject to public release.

F. Text Messaging While Driving

The Contractor, its officers, employees, agents and subcontractors are prohibited from engaging in any other form of electronic data retrieval or electronic data communication while driving in vehicles for purposes of the work contracted for through this Contract, including text messaging, reading from or entering data into any handheld or other electronic device, SMS texting, e-mailing, instant messaging, and obtaining navigational information. Driving includes operating a motor vehicle on an active roadway with motor running, including while temporarily stationary due to traffic, a traffic light, stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. The Contractor and its subcontractors are responsible for ensuring that owners, officers, employees, agents and subcontractors are aware of and adhere to the requirements of this provision.

SECTION 17. CONFIDENTIALITY OF PERSONAL INFORMATION AND COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS

If any provision of this contract includes the use of confidential personal information concerning consumers, employees and other persons, this section applies. Confidential personal information includes any personal information that is reasonably characterized under Montana legal authorities as a matter of privacy. It is not limited to protected health information (PHI) as defined in the federal HIPPA privacy regulation.

A. The following definitions apply for the purpose of this section.

1. "Personal information" means information appearing in any form, whether written, electronic or otherwise, concerning a person who is:
 - a. a consumer or recipient of services delivered by a departmental program;
 - b. otherwise the subject of a departmental activity; or
 - c. a departmental employee.
2. "Confidential personal information" means personal information which federal or state legal authorities or regulations protect from general public access and release. "Confidential personal information" includes but is not limited to the name, social security number, driver's license number, street and postal addresses, phone number, email address, medical data, protected health information as defined for purposes of the federal Health Insurance Portability and Accountability Act (HIPAA) and Health

Information for Economic and Clinical Health Act (HITECH), programmatic individual eligibility information, programmatic individual case information, programmatic payment and benefit information and information obtained from the IRS or other third parties that is protected as confidential.

B. Confidential Personal Information Held by the Contractor

During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the Department provides to the Contractor or which the Contractor acquires on behalf of the Department in the performance of its contractual duties and responsibilities which contain personal information or confidential personal information and must use or disseminate such materials and information only in accordance with the terms of this Contract and any governing legal and policy authorities.

C. Security of Confidential Personal Information.

In its use and possession of confidential personal information, the Contractor must conform with security standards and procedures meeting or exceeding current best business practices. Upon the Department's request, the Contractor will allow the Department to review and approve any specific security standards and procedures of the Contractor.

D. Notice by Contractor of Unauthorized Disclosures or Uses of Confidential Personal Information.

Immediately upon discovering any unauthorized disclosure or use of confidential personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Department in detail, and must undertake immediate measures to retrieve all such confidential personal information and to prevent further unauthorized disclosure or use of confidential personal information.

E. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Confidential Personal Information.

1. The Contractor must provide the Department with written notice within five work days of the Contractor receiving notice of any of the following:
 - a. any complaint lodged with, investigation initiated by, or any determination made by any federal entity [including the federal Department of Health and Human Services' Office of Civil Rights (OCR) and the federal Department of Justice] related to any purported non-compliance by the Contractor with the federal HIPAA and HITECH Acts and their implementing regulations; or
 - b. any administrative action or litigation initiated against the Contractor based on any legal authority related to the protection of confidential information.
2. With its notice, the Contractor must provide the Department with copies of any relevant pleadings, papers, administrative or legal complaints and determinations.

F. Contractor Compliance with the Federal HIPAA and HITECH Acts and the Implementing Regulations Governing the Use and Possession of Personal Healthcare Information.

1. If the Contractor uses or possesses individually identifiable personal healthcare information for purposes related to the performance of an services provided under this Contract, the Contractor must comply with the privacy and security requirements of the federal HIPAA of 1996 and HITECH Acts enacted as part of the American Recovery and Reinvestment Act of 2009, and the regulations implementing those requirements as they apply to the Contractor.
2. If the Contractor is a Business Associate as defined at 45 CFTR 160.103, it must comply with the privacy and security requirements for functioning as a Business Associate of the Department or as a “Covered Entity” under federal HIPAA and HITECH. In addition to executing this Contract, the Contractor must execute the Business Associate Agreement attached to this Contract.
3. The Contractor must sign the Department’s Certification Form attached to this Contract as Attachment A, certifying that the Contractor is in full compliance with applicable HIPAA and HITECH requirements as a Covered Entity or a Business Associate, as those terms are defined at 45 CFR 160.103.

SECTION 18. PUBLIC INFORMATION AND DISCLAIMERS

- A. The Contractor may not access or use personal, confidential, or privileged information obtained through the Department, its agents and contractors, unless the Contractor does so:
1. in conformity with governing legal authorities and policies;
 2. with the permission of the persons or entities from whom the information is to be obtained; and
 3. with the review and approval by the Department prior to use, publication or release.

Privileged information includes information and data the Department, its agents and contractors produce, compile or receive for state and local contractual efforts, including those local and state programs with which the Department contracts to engage in activities related to the purposes of this Contract.

- B. The Contractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Contract with any specific political agenda, political party, a candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.
- C. The Contractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the Department. All public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Contract prepared and released by the Contractor must include the statement:

“This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department.”

- D. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Contract funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Contract.

SECTION 19. TOBACCO-FREE WORKPLACE AND OTHER RESTRICTIONS.

- A. The Contractor must adopt and implement a tobacco-free workplace policy. The Contractor must provide the Department with a copy of the policy along with an assurance of compliance with the policy.
- B. The Contractor and its subcontractors during the term of this Contract may not;
1. perform any work involving the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or
 2. accept revenues from a tobacco producing processing or marketing entity or subsidiaries of such an entity if the acceptance of the revenues would result in the appearance that tobacco use is desirable or acceptable or in the appearance that the Contractor endorses the tobacco product or the tobacco related entity.

SECTION 20. RECIPIENT GRIEVANCES AND APPEALS

If this contract includes the delivery of human services to program consumers with the right to engage in a fair hearing appeal or grievance process when aggrieved by matters of eligibility or service delivery;

- A. The Contractor must inform applicants for and recipients of services provided through this Contract of any right there may be to present grievances to the Contractor and the Department or to receive a fair hearing.
- B. If an appeal for a fair hearing is filed, the Contractor must appear, if requested by the Department, to present evidence in any hearing that may be held.
- C. The Contractor, as directed by the Department, must provide services in accordance with the decision in a fair hearing concerning services provided by the Contractor to a recipient of services.

SECTION 21. CONTRACTUAL DISPUTE RESOLUTION PROCESS

In the event of a dispute about matters related to this Contract, the Contractor agrees to follow the “Contractual Dispute Resolution process for Human Services Contracts as set forth below.

- A. This Contract dispute resolution process implements the state legal authorities requirement in 2-15-2230, MCA that Contracts entered into for the provision of human services contain a dispute resolution process clause providing recourse to a provider for disagreement about the terms of

this Contract.

- B. This dispute resolution process may not be invoked for purposes of resolving an issue that concerns conformance by the Contractor with federal legal authorities and policy requirements that govern the expenditure of Medicaid monies or the delivery of services funded with Medicaid monies. Medicaid issues must be appealed through the fair hearing due process appeal provided for at ARM 37.5.311 that is expressly applicable to persons and organizations that provide services funded with Medicaid monies.
- C. This dispute resolution process is not applicable to the contest of any matters arising as an obligation upon the Department or the Contractor of legal authority inclusive of federal or state law, regulation or rule that supersedes or governs over the contractual term that is at issue.
- D. The Contractor, except as otherwise provided in this Section or by legal authorities, may appeal any issue concerning performance or consideration under the terms of this Contract by following these procedures.
 - 1. The dispute resolution process is initiated by the Contractor submitting the dispute in writing to the Contract liaison for the Department. The Department's Contract liaison will provide a written response to the Contractor within 10 working days.
 - 2. If the Department's Contract liaison fails to issue a written response within 10 working days, or the Contractor disagrees with the a written response, the Contractor may request a dispute resolution review within 10 working days of either receiving the written response or 10 working days from the date it was due, whichever comes first.
 - 3. A dispute resolution review will be conducted within 15 working days of receiving the request for the review. An extension of 15 additional work days may be granted at the request of either the Department's Contract liaison or the Contractor.
 - 4. A dispute resolution review will be conducted by the Division Administrator or designee. Consideration will be given to substantiating documents and information which the Contractor and Department's Contract liaison wish the department to consider. The Division Administrator or designee may have the Contractor and Contract liaison present further information personally by any appropriate means.
 - 5. A written decision from the review will be issued within 30 days of the hearing.
- E. A dispute appealed through this dispute resolution process is also subject, as provided for by 18-1-402, MCA, to the statutory requirements for and imitations upon appeals in contractual relationships with the State.

SECTION 22. COMPLIANCE WITH APPLICABLE LAWS, RULES AND POLICIES

The Contractor must comply with all applicable federal and state laws, executive orders, regulations and written policies, including those pertaining to licensing.

SECTION 23. CONTRACTOR COOPERATION AND DEPARTMENTAL GUIDANCE

A. Cooperation with the Department and Other Governmental Entities

The Contractor must ensure that Contractor's personnel cooperate with the Department or other state or federal administrative agency personnel at no cost to the Department for purposes relating to the delivery and administration of the contracted for services including but not limited to the following purposes:

1. The investigation and prosecution of fraud, abuse, and waste;
2. Audit, inspection, or other investigative purposes; and
3. Testimony in judicial or quasi-judicial proceedings or other delivery of information to HHSC or other agencies investigators or legal staff.

B. Departmental Guidance

The Contractor may request guidance from the Department in administrative and programmatic matters that are necessary to the Contractor's performance. The Department may provide such guidance as it deems appropriate. Guidance may include copies of regulations, statutes, standards and policies that are to be compiled with under this Contract. The Department may supply interpretations of such materials and this Contract to assist the Contractor with compliance. A request for guidance does not relieve the Contractor of any obligation to meet the requirements of this Contract. The Department will not provide legal services to the Contractor in any matters relating to the Contractor's performance under this Contract.

SECTION 24. MANDATORY REPORTING

The Contractor agrees to maintain a policy notifying all Contractor's and any subcontractor(s)' employees that they are Mandatory Reporters. When any employee knows or has reasonable cause to suspect that a child is abused or neglected, the employee is personally required to promptly report the matter to the Department of Public Health and Human Services, Child and Family Services Division pursuant to Section 41-3-201, Montana Code Annotated (MCA). The policy instructs employees to **report child abuse and neglect allegations to the MT DPHHS, CFSD's Centralized Intake Bureau, toll-free number 1-866-820-5437 or TTY 1-866-341-8811.**

The Contractor agrees to notify each current employee prior to the beginning of this contract, notify newly hired employees within the first week of employment, and document each notification with the dated signature of the employee.

SECTION 25. ACCESS TO PREMISES

The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 26. REGISTRATION OF OUT OF STATE ENTITIES

- A. If the Contractor is incorporated in a state other than Montana or in a foreign country and is conducting business in Montana, it may be required by 35-1-1026 and 35-8-1001, MCA to register with the Montana Secretary Of State Office. Further information concerning these requirements may be obtained through the Montana Secretary of State's Office at <http://sos.mt.gov/> or by calling 406.444.3665.
- B. A business entity required to register in the State of Montana must show proof of a current certificate of authority to conduct business prior to entry into or continued performance under this Contract.

SECTION 27. LIAISON AND SERVICE OF NOTICES

- A. _____ is the liaison for the Department.
 - B. [Name, telephone number, FAX, email] is the liaison for the Contractor.
 - C. These persons serve as the primary contacts between the parties regarding the performance of this contract.
- B. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this contract.

SECTION 28. FORCE MAJEURE

If the Contractor or State is delayed, hindered, or prevented from performing any act required under this Contract by reason of delay beyond the control of the asserting party including, but not limited to, theft, fire, or public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, then performance of the act shall be excused for the period of the delay. "Beyond the control" means an unanticipated grave natural disaster or other phenomenon or event of an exceptional, inevitable, and irresistible character, the effects of which could not have been prevented or avoided by the exercise of due care or foresight. In that event, the period for the performance of the act shall be extended for a period equivalent to the period of the delay. Matters of the Contractor's finances shall not be considered a *force majeure*.

SECTION 29. CONTRACT TERMINATION

- A. Either party may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. A party terminating with or without cause must give written notice of termination to the Contract liaison for other party at least sixty (60) days prior to the effective date of termination unless the parties agree in writing to a different notice period.
- B. The Department may terminate this Contract in whole or in any aspect of performance under the Contract if:

1. federal or state funding for this Contract becomes unavailable or reduced for any reason;
 2. the Contractor fails to perform in accordance with the terms of the Contract; or
 3. the Contractor fails to perform in accordance with any applicable governing legal authority, including but not limited to:
 - a. the American Recovery and Reinvestment Act of 2009;
 - b. the Government Funding Transparency Act of 2008;
 - c. the Federal Funding Accountability And Transparency Act of 2006;
 - d. the federal and state acts prohibiting false claims;
 - e. the federal and state legal authorities requiring and implementing debarment;
 - f. the federal and state antitrust and other anticompetitive legal authorities including the Sherman Act;
 - g. the federal and state civil rights legal authorities; and
 - h. state licensing legal authorities.
 4. Except as may be otherwise required or necessitated by federal or state legal authorities including the Recovery and Reinvestment Act, the Department must give written notice of termination to the Court liaison for other party at least sixty (60) days prior to the effective date of termination of the Contract unless the parties agree in writing to a different notice period.
- C. Notice of termination given to the Department by the Contractor may only be revoked with the consent of the Department.
- D. Upon expiration, termination or cancellation of this Contract, the Contractor must assist the Department, its agents, representatives and designees in closing out the Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the Department or its designee, and shall allow the Department access of the Contractor's facilities, records and materials to fulfill these requirements.

SECTION 30. CHOICE OF LAW, REMEDIES AND VENUE

- A. This Contract is governed by the laws of the State of Montana. In accordance with Montana Code Annotated § 18-1-401, the district courts of the State of Montana have exclusive original jurisdiction to entertain claims or disputes arising out of contracts entered into by the Department.
- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.
- D. If there is a contractual dispute, the Contractor agrees to continue performance under this Contract unless the Department in writing explicitly waives performance.
- E. Any remedies provided by this Court are not exclusive and are in addition to any other remedies provided by law.

SECTION 31. SCOPE, AMENDMENT AND INTERPRETATION OF CONTRACT

- A. This Contract consists of numbered pages _____ through _____, Annual Certification for Department of Public Health & Human Services of the Contractor's Compliance with Certain State and Federal Requirements (June 2011) as Attachment A; Sources of Information on the Privacy, Transactions and Security Requirements Pertaining to Health Care Information of the Federal Health Insurance Portability and Accountability Act (HIPAA) and the Federal Health Information Technology for Economic and Clinical Health Act (HITECH), Enacted as Part of the American Recovery and Reinvestment Act of 2009, expressly referenced as Attachment B, a description of services expressly referenced as Attachment C; definitions of words and phrases used in this Contract, expressly referenced as Attachment D, and the Request for Proposal, if any, expressly referenced as Attachment _____. This is the entire Contract between the parties.
- B. No statements, promises, or inducements made by either party or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- C. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- D. No contractual provisions from a prior Contract of the parties are valid or binding in this contractual relationship.
- E. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.
- F. If there is a dispute as to the duties and responsibilities of the parties under this Contract, the Contract along with any attachments prepared by the Department, including request for proposal, if any, govern over the Contractor's proposal, if any.
- G. If a court of law determines any provision of this Contract is per se or as applied legally invalid, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- H. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, whether per se or as applied, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- I. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.

The parties through their authorized agents have executed this contract on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: _____ Date _____

Department of Public Health & Human Services

Address

Phone Number

CONTRACTOR

BY: _____ Date: _____

_____ as _____
Typed/Printed Name Title

Address

Phone Number

Federal I.D. Number

ATTACHMENT A: DEPARTMENT CERTIFICATION FORM

ANNUAL CERTIFICATION FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES OF THE CONTRACTOR'S COMPLIANCE WITH CERTAIN STATE AND FEDERAL REQUIREMENTS (JUNE 2011)

This annual certification form is standardized for general use by the Department Of Public Health And Human Services (Department) in contracting relationships. Not all of these assurances may be pertinent to the Contractor's circumstances. The Contractor in signing this form is certifying compliance only with those requirements that are legally or contractually applicable to the circumstances of the contractual relationship of the Contractor with the Department.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, for which the Contractor may have to provide additional certification.

This form and OMB Standard Form 424B are to be provided with original signatures to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent procurement and contract files.

Further explanation of several of the requirements certified through this form may be found in the text of related contract provisions and in the Department's policies pertaining to procurement and contractual terms. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for the Office for Management of the Budget (OMB) and the General Services Administration (GSA).

ASSURANCES

The Contractor, _____, for the purpose of contracting with the Montana Department of Public Health & Human Services, by its signature on this document certifies to the Department its compliance, as may be applicable to it, with the following requirements.

The Contractor assures the Department:

GENERAL COMPLIANCE REQUIREMENTS

A. That the Contractor does not engage in conflicts of interest in violation of any state or federal legal authorities, any price fixing or any other anticompetitive activities that violate the federal antitrust Sherman Act, 15 U.S.C. §§1 – 7, Anti-Kickback Act, 41 U.S.C. §§ 51-58, and other federal legal

authorities. And that the Contractor does not act in violation of 18-4-141, MCA or other legal authorities by colluding with other contractors for the purpose of gaining unfair advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner. (reference Contract Section titled "Antitrust Violations")

B. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the "Lincoln Law") or of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA. And that the Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government. (reference Contract Section titled "Reporting Of False Claims, Fraud, And Other Criminal Matters")

C. That the Contractor is solely responsible for and must meet all labor, tax, and other legal authorities requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it. (reference Contract Section titled "Compliance With Business, Tax, Labor, And Other Legal authorities")

D. That the Contractor maintains necessary and appropriate workers compensation insurance coverage. (reference Contract Section titled "Compliance With Business, Tax, Labor, And Other Legal authorities")

E. That the Contractor is an independent contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent contractor certification issued by the Montana Department Of Labor And Industry in accordance with 39-71-417 through 39-71-419, MCA. (reference Contract Section titled "Compliance With Business, Tax, Labor, And Other Legal authorities")

F. That the Contractor's subcontractors and agents are in conformance with the requirements of Sections B, C, and D of this Certification.

G. That the Contractor, any employee of the Contractor, or any subcontractor in the performance of the duties and responsibilities of the proposed contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines To Agencies On Government wide Debarment and Suspension (nonprocurement) from entering into a federally funded contract or participating in the performance of a federally funded contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into contracts with the State Of Montana. (reference Contract Section titled "Federal Requirements")

H. That the Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the federal Health Information Technology For Economic And Clinical Health (HITECH), a part of the American Recovery And Reinvestment Act Of 2009, and the implementing federal regulations for both acts that are applicable to contractual performance if the Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts. (reference Contract Sections titled "Confidentiality Of Personal Information And Compliance With The Federal HIPAA And HITECH Privacy And Security Requirements" and "Business Associate Obligations")

I. That, as required by legal authorities or contract, the Contractor maintains smoke and tobacco free public and work sites. And if the contract performance is related to the delivery of a human service, the Contractor does not perform any work involved in the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 3) accept revenues from the tobacco industry or subsidiaries of the tobacco industry if the acceptance results in the appearance that tobacco use is desirable or acceptable or in the appearance that the contractor endorses a tobacco product or the gifting tobacco related entity. (reference Contract Section titled "Tobacco-free Workplace And Other Restrictions")

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS

J. That the Contractor, in conformance with the Pro-Children Act of 1994 (20 U.S.C. §6081 *et seq.*), prohibits smoking at any site of federally funded activities that serve youth under the age of 18. This federal prohibition is not applicable to a site where the only federal funding for services is through Medicaid monies or the federally funded activity at the site is inpatient drug or alcohol treatment.

K. That the Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation. (reference Contract Section titled "Federal Requirements")

L. That the Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701, *et seq.*, drug free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by federal legal authorities.

M. That the Contractor is not delinquent in the repayment of any debt owed to a federal entity.

N. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.

O. That the Contractor, if receiving aggregate payments of medicaid monies totaling \$5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the "Lincoln Law") and presents that information to all employees. (reference Contract Section titled "Reporting Of False Claims, Fraud, And Other Criminal Matters")

P. That the Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability And Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that the Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Contractor meets the criteria mandating reporting, the Contractor produces the information in a publicly available report to the Securities And Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to the in a timely manner to the Department. (reference Contract Section titled "Federal Requirements")

Q. That the Contractor, if a contractor for the delivery of medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions. (reference Contract Section titled "Federal Requirements").

R. That the Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or agents who are federally debarred from the receiving reimbursement for the provision of federally funded health care services. (reference Contract Section titled "Federal Requirements")

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS INVOLVING THE PURCHASE OR DEVELOPMENT OF PROPERTY

S. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.

T. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.

U. That the Contractor, if the contract exceeds \$100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.

V. That the Contractor, if the contract exceeds \$100,000, complies with all applicable standards, orders and requirements issued under section 306 of the Clean Air Act, 42 U.S.C. 7607, section 508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental Protection Agency regulations, 40 C.F.R. Part15 and that if the Contractor enters into a subcontract that exceeds \$100,000 these requirements are in that contract.

INSERT NAME OF CONTRACTOR

Signature Of Authorized Certifying Official

By: _____ Date _____

_____ as _____
Typed/Printed Name Title

_____ Address

email

Phone Number

Federal I.D. Number

ATTACHMENT B: SOURCES OF INFORMATION

REVISED 19 JUNE 2011

SOURCES OF INFORMATION ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE FEDERAL HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH), ENACTED AS PART OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA and HITECH. The Department Of Public Health & Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal legal authorities and the status of the Department as a health care plan.

There can be difficulty in interpreting the applicability of the HIPAA and HITECH requirements to an entity and various circumstances. It is advisable to retain knowledgeable experts to advise concerning determinations of applicability and appropriate compliance.

Websites specified here may be changed without notice by those parties maintaining them.

FEDERAL RESOURCES

The following are official federal resources in relation to HIPAA and HITECH requirements. These are public sites. Implementation of the additional requirements under HITECH, due to the more recent date of enactment, is occurring on an ongoing basis.

- 1) U.S. Department Of Health & Human Services / Office Of Civil Rights

www.hhs.gov/ocr/hipaa

The federal Department Of Health & Human Services / Office Of Civil Rights (OCR) provides information pertaining to privacy and security requirements under HIPAA and HITECH including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy and security aspects of HIPAA/HITECH and serves as both the official interpreter for and enforcer of the privacy requirements.

- 2) U.S. Department Of Health & Human Services / Centers For Disease Control & Prevention

<http://www.cdc.gov/od/science/regs/privacy/index.htm#>

The federal Department Of Health & Human Services / Centers For Disease Control & Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

STATE RESOURCES

The Department Website For Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements.

www.mtmedicaid.org

Further information concerning HIPAA/HITECH compliance in the delivery of services funded through the Department's various programs can be reviewed at the Department Website for DPHHS HIPAA Policies.

<http://www.dphhs.mt.gov/hipaa/policies/index.shtml>

Certain departmental programs may have more detailed guidance available in relation to particular programs of services. Inquiries may be directed at a program to determine if further information is available.

PROVIDER ASSOCIATIONS

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA/HITECH requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA/HITECH.

CONSULTANT RESOURCES

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources may be inappropriate for certain types of entities and circumstances.

ATTACHMENT C: SCOPE OF SERVICES

To be inserted prior to contract execution.

ATTACHMENT D: MT CTF DEFINITIONS

Programs should use the following definitions to carry out their programs.

- **Abusive Head Trauma** also known as Shaken Baby Syndrome. See **Shaken Baby Syndrome definition**.
- **Administrative Cost or Indirect Costs:** Costs which support the program but are not for direct service delivery.
- **Baby Blues:** Eighty percent of new mothers experience the “baby blues.” These conditions have some of the same symptoms as maternal depression, but the blues normally goes away after a 10-14 days after delivery. Maternal depression last much longer.
- **Capacity Building:** Activities that improve an organization’s ability to achieve its mission or an individual’s ability to define and realize goals more effectively. For organizations, capacity building may relate to any aspect of the work such as improved governance, leadership, mission and strategy, administration (including human resources, financial management, and legal matters), program development and implementation, fundraising and income generation, diversity, partnerships, collaboration, evaluation, advocacy, policy change, marketing, positioning and planning. The Alliance for Non-Profit Management defines capacity building as the “process of developing and strengthening the skills, instincts, abilities, processes and resources that organizations and communities need to survive, adapt and thrive in the fast changing world.”

For individuals, capacity building may relate to leadership development, advocacy skills, training/speaking abilities, technical skills, organizing skills and other areas of personal and professional development.

- **Cash Match:** Grants under this RFP require a hard cash match. The cash match cannot be from federal funds. Provide the identity and source of the cash match. Each evaluated on a case-by-case basis.
- **Child Maltreatment:** Any act or series of acts of commission or omission by a parent or other caregiver that results in harm, potential for harm, or threat of harm to a child. Physical abuse, sexual abuse, emotional abuse, and neglect are the four common types of abuse. Children under the age of 4 years of age are at the greatest risk.
- **County:** Information accessed with the resource: Montana Kids Count: Data and analyses provided by the Bureau of Business and Economic Research at the University of Montana
<http://www.bber.umt.edu/kidscount/default.asp>
- **Cultural Competency:** The commitments to value, respect, understand, and appropriately respond to cultural differences. The success of prevention and family support efforts is directly dependent upon the ability to build trust and understand all parents’ strengths, challenges, perspectives, and goals.
- **Domestic Violence:** One or both partners in an intimate relationship such as marriage, dating, family, friends or cohabitation can, broadly defined as a pattern of abusive behaviors. Also known as domestic abuse, spousal abuse or intimate partner violence [IPV].
- **Early Childhood Comprehensive Systems:** Interrelated parts working together toward the common goal: the healthy growth and optimal development of young children. Any effective approach to building a cohesive, high quality system must include children along the continuum and must invest in the three areas research indicates are critical to later success:

- Physical and mental health services include guidance for parents to support children's healthy development and developmental screenings to identify physical and behavioral needs. All aspects of development are supported –physical, social, emotional, cognitive, and language.
- Family stability services include parenting education; supportive work to promote self-efficiency; and special supports for families in crisis.
- Early learning includes services for early identification and services for children with special needs; quality child-care programs; and head start.
- **Evaluation:** Systematic determination of a subject's merit, worth and significance, using criteria governed by a set of standards. It can assist an organization to assess any aim, realizable concept or proposal, or any alternative, to help in decision-making; or to ascertain the degree of achievement or value in regard to the aim and objectives and results of any such action that has been completed.
- **Evidence-Based Practices (EBP):** Validated by some type of scientific evidence or have been researched and include a base of scientific rigor that may fall into scientific terms of an experimental design or quasi-experimental design. EBPs must be followed with fidelity to ensure outcomes.
- **Evidence-Informed (EIB) Practices:** Similar to EBP in concept to research based programs except that applied to specific practices. Evidence informed practices use the best available research and practice information. Evidence informed practices allow for innovation and may even incorporate lessons learned from existing research. See <http://whatworks.uwex.edu> for more information.

EB or EIB child abuse prevention promising practice or model is the priority for funding. Research indicates broad categories of child abuse prevention approaches that include programs that have shown promise in preventing child maltreatment such as:

- 1) Home-based services/home visitation;
- 2) Parent education/parenting training;
- 3) Mutual support/social support;
- 4) Early childhood education initiatives;
- 5) Respite care;
- 6) Child sexual assault prevention (school-based); and
- 7) Family resource centers.

The following are examples of evidence-based programs that show promise in preventing child maltreatment (not inclusive):

Home-based services/home visitation – Healthy Families America (HFA), Project 12-ways/Project Safe Care, Parents as Teachers (PAT), Parent Aide Program, Home-based Instruction for Parents of Preschool Youngsters (HIPPY) Nurse Family Partnership, and Family Connections;

Parent education/parenting training – Parent-Child Interaction, Nurturing Program, Circle of Security, The Incredible Years, Triple P (Positive Parenting Program), Strengthening Families, and Parenting Wisely;

Mutual support/social support – Circle of Parents

Early childhood education initiatives – Early Head Start and Child-Parent Centers;

Respite care – Pre-planned or crisis/emergency oriented, no single model identified.

Child sexual assault prevention -- No single model identified.

Family Resource Centers –No single model identified.

Additional child welfare models/programs researched at the following sites California Evidence Based Clearinghouse for Child Welfare (<http://www.cachildwelfareclearinghouse.org/>);

Resources or references also found at <http://www.childwelfare.gov> and www.evidencebasedprograms.org.

- **Fidelity:** Refers to the extent to which programs implement the designer's model as intended. Fidelity refers not only to whether or not all the components and activities were implemented, but also to whether they were implemented in the proper manner and as specified. Evidence-based programs need a high level of fidelity to achieve the program's outcomes.
- **Homeless:** The federal definition of homelessness used by all public schools in the U.S includes children and youth who lack a fixed, regular, and adequate nighttime residence. Definition specifically includes children and youth living in shelters, transitional housing, cars, campgrounds, motels, and sharing the housing of others temporarily due to loss of housing, economic hardship, or similar reasons. Definition of homelessness used by Head Start, special education, child nutrition, and other federal family and youth programs.
- **Infant Mental Health:** Applies to infants and their families. The field investigates optimal social and emotional development of infants and their families in the first three years of life. Cognitive development and motor skills also considered part of the infant mental health picture.
- **In-Kind Match:** Program support, other than direct or hard cash contributions, may include volunteer time, donated space, office rent, supplies, equipment, etc.
- **Logic Model:** 'Map' of your program or a diagram showing the logic or rationale of the program; a picture of a program that shows what it is supposed to accomplish, the links between program objectives, program activities, and expected program outcomes. There is a wide variety of logic model formats, but most have the same key components. Specific components include: **Vision; Target Population and Population Needs; Outcomes; Indicators; Measurement; Services and Assumptions.** See www.friendsnrc.org for more information.
- **Maternal Depression:** Research shows 10% pregnant women and 13% of new mothers experience depression. Maternal depression is a mood disorder that begins before or immediately after childbirth. It affects a mother's ability to adequately care for her young child. This inability to meet a child's basic needs can lead to long-term, adverse affects on his/her health and well-being. Read more: www.iafp.com/pdfs/MaternalDepression.pdf
- **McKinney Vento Act:** Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (referred to as the McKinney-Vento Act) is a federal law designed to remove barriers to education created by homelessness, and thereby increase the enrollment, attendance, and success of children and youth experiencing homelessness. The McKinney-Vento Act was passed in 1987 and reauthorized as part of the No Child Left Behind Act in 2001. The McKinney-Vento Act requires that state and local educational agencies provide students experiencing homelessness with access to school and support for their attendance and success. For additional awareness and training materials, including posters, please visit the [National Center for Homeless Education](http://www.nclb.gov).
- **Neglect:** Frequently defined as the failure of a parent or other person with responsibility for the child to provide needed food, clothing, shelter, medical care, or supervision such that the child's health, safety, and well-being are threatened with harm. Neglect may include:
Physical (e.g. failure to provide necessary food or shelter, or lack of appropriate supervision);
Medical (e.g. failure to provide necessary medical or mental health treatment, exceptions apply for religious reasons, etc);
Educational (e.g. failure to educate a child or attention to special education needs);

Emotional (e.g. inattention to a child's emotional needs, failure to provide psychological care, or permitting the child to use alcohol or other drugs).

- **Outcomes:** The results of program operations or activities; the effects triggered by the program, i.e. increased knowledge, changed attitudes or beliefs, or altered behavior. Example of an outcome is reduced incidences of child maltreatment (measured by the number of substantiated reports). Outcome terms include:
Short Term Outcomes: First level of change that achieved in a short period, 6 months, primarily changes in knowledge, attitudes, beliefs or values;
Intermediate Outcomes: The link between the short-term outcomes and long-term outcomes; primarily changes in behavior, skills and conditions;
Long Term Outcomes: The overarching, broad statement of the project's intended goals.
- **Outputs:** The direct products of program activities; immediate measures of what the program did. For example, the number of children served, the length of time of provided services, or the types of services provided.
- **Parent Leadership:** Occurs when parents gain the knowledge and skills to function in meaningful leadership roles and represent a "parent voice" to help shape the direction of their families, programs and communities. The parents involved in this new way of collaborating are **Parent Leaders**.
- **Pathway Mapping Initiative's Pathway to the Prevention of Child Abuse and Neglect:** Provides a guide to choosing strategies that will achieve desired outcomes for children and families driven by the best available evidence. Pathway offers a framework for community-wide strategies for increasing protective factors and reducing the risk factors associated with child abuse and neglect.
www.dss.cahwnet.gov/cdssweb/entres/pdf/Pathway.pdf
- **Primary Prevention:** Efforts aimed at positively influencing parents or caregivers, and /or children before abuse or neglect occurs. Primary Prevention services offered to all members of a population; are voluntary; and attempt to influence societal forces that impact parents and children. Primary prevention seeks to raise the awareness of the public, service providers, and decision-makers regarding child maltreatment.

Prevention activities:

Universal Strategies: Target activities for the general population with the goal of preventing child maltreatment from ever occurring.

Selective Strategies: Target activities to a group with specific risk factors with the goal of preventing child maltreatment in that group.

- **Protective Factors:** Conditions in families and communities that, when present, increase the health and well-being of children and families, and serve as buffers thus helping parents find resources, supports, or coping strategies that allow them to parent effectively. Research has shown that the following protective factors are linked to a lower incidence of child abuse and neglect:

The five protective factors are:

Nurturing and attachment;
Knowledge of parenting and of child and youth development;
Parental resilience;
Social connections; and
Concrete supports for parents.

- **Respite Care:** A "short term care services provided in the temporary absence of the regular caregiver...to children who are in danger of abuse or neglect and/or who have disabilities, chronic or terminal illnesses.

Such short term care is provided within or outside the child's home...and is intended to enable the family to stay together and to keep the children living at home and in the community."

- **Secondary Prevention:** Secondary prevention consists of activities targeted to families that have one or more risk factors including substance abuse, teen parents, parents of special needs children, single parents, and low-income families. Secondary prevention services include parent education classes targeted for high risk parents, respite care for parents of a child with a disability, or home visiting programs for new parents.
- **Shaken Baby Syndrome:** Shaken baby syndrome" means damage to the brain of an infant or young child, including but not limited to swelling that impedes the supply of oxygen to the brain or any degree of brain damage that results from the infant or young child having been forcefully shaken.
- **Shared Leadership** is successfully achieved when parents and professionals build effective partnerships and share responsibility, expertise and leadership in decisions being made that affect families and communities.
- **Sustainability:** The ability to continue to exist. Part of the rationale of the matching requirement is to ensure that programs are working towards sustainability of their programs. The MT CTF expects its programs to develop and implement a concrete plan to broaden financial support and sustain prevention programs at the local level. The MT CTF grants provide initial seed or start up funds as the priority for funding.
- **Target Audience:** All parents and children of Montana families identified as at-risk for child abuse and/or neglect that **do not have an open CPS case**. Emphasis is on the participation of families (parents and children), racial and ethnic minorities, child and adults with disabilities, and members of other underserved or underrepresented groups including homeless youth and high risk families including those with substance abusing and domestic violence issues. Families may be referred to the program by Child and Family Services Division, if, a case is **unsubstantiated and participation is voluntary**.
- **Tertiary Prevention:** Consists of any actions or activities designed to provide **treatment or intervention to a family or child once abuse or neglect has occurred**. These activities targeted to families that have confirmed or unconfirmed child abuse and neglect reports. These families have already demonstrated the need for intervention, either with or without court supervision. These families qualify for services under other child welfare programs and are **not a focus of the MT CTF (CBCAP) funding**.
- **Unaccompanied Homeless Youth:** The federal definition of homelessness used by all public schools in the United States includes children and youth who lack a fixed, regular, and adequate nighttime residence. This definition specifically includes children and youth living in shelters, transitional housing, cars, campgrounds, motels, and sharing the housing of others temporarily due to loss of housing, economic hardship, or similar reasons. This is the same definition of homelessness used by Head Start, special education, child nutrition, and other federal family and youth programs.

Unaccompanied homeless youth include young people who have run away from or been thrown out of their home or been abandoned by their parents.

APPENDIX C: Draft Logic Model Example

Program Name: Draft Family Resource Center

Program Vision: We will address the entire family issues, identify strengths, and offer services in order to prevent child abuse and neglect.

Population Served: Expectant mothers, young mothers in school at-risk for dropping out and those who have dropped out, mothers with young children, parents struggling financially in an economically depressed area. Primary focus is on Draft County with a population of 19,074.

Population Needs to be Addressed by Services: Parents have limited access to parenting resources or services in the Draft community for help improving their relationships with their children or to find help with parenting problems. The County exceeds the average in unemployment, percent of families living in poverty, teen birthrate; percent of low birth weight infants, and infant mortality rates.

EXAMPLE OF LOGIC MODEL:

Services	Resources	Outcomes	Indicators	Measurement
Parent education and family support-Parents as Teachers Program (PAT). Program provides quality resources for outcomes measurements designed to help local programs provide evidence of their quality and effectiveness. Programs and services to strengthen families through facilitated parent education and support groups. Provide information on early brain development to families.	Parent group facilitator, training of curriculum, meeting space, supplies & equipment for activities, child care, snacks, transportation , etc	Participants understand how to foster their children's optimal developmental achievement.	<ul style="list-style-type: none"> Participants identify activities & materials for fostering cognitive development. Participants identify activities and materials appropriate for language and literacy development. Participants provide appropriate activities-foster social/emotional development. Participants correctly identify their children's verbal and nonverbal cues. 	<ul style="list-style-type: none"> (AAPI)Adult-Adolescent Parenting Inventory Knowledge of Infant Development Inventory (KIDI)
				<ul style="list-style-type: none"> Home Safety Checklist
				<ul style="list-style-type: none"> No Tools Selected

**** Service Assumptions:** The program will improve the capacity of families to support, nurture, and guide their children. The families will learn the importance of raising children in a warm, trusting and caring household.

Title subsequent pages of the Logic Model.

APPENDIX D: LOGIC MODEL DEFINITIONS AND EXAMPLES

Vision: A participant focused broad statement of well-being.

- 1) Parents knowledgeable in positive discipline.
- 2) Families know where to connect to resources.

Population Served – Participants: Description of the target population you serve.

- 1) Parents with children birth to six.

Population Needs Addressed by Services: Participants' needs that program intends to address.

- 1) Parents need to know stages of child development & positive discipline tools.

Services: What services and activities will you provide to bring about the desired outcomes?

- 1) Parenting classes offered weekly for six weeks

Assumptions: What research and/or logic support your efforts?

- 1) Parenting classes increase knowledge of child development & positive discipline tools – cite research if available

Resources – based on the services you identify: What resources do you need to carry out these services?

- 1) Money, space, staff, materials, curriculum, office support, etc.

Outcomes:

- 1) If your program's activities are successful, what do participants believe, know, have or do as a result?
- 2) What one or two changes do you believe will occur as a result of your services?
- 3) Outcome statements determine who will do what.

Explain each- Short-term, intermediate, and long-term outcomes.

Indicators:

- 1) What would I see, hear or read that would tell me the outcome was achieved?
Parents clearly express their expectations
Parent use positive discipline techniques when their rules are broken

Measurement Tools:

- 1) What form of measurement will you use to measure your indicators?
Such as a scale, survey, checks list, questionnaire, or other measurement tool. Most EBP have evaluation tools.

For additional information please see Friends National Resource Center:

<http://friendsnrc.org/evaluation-toolkit>

APPENDIX E: BUDGET TABLE

BUDGET FORMAT

	A	B	C	D A+B+C
CATEGORY	MT CTF GRANT FUNDING	HARD CASH MATCH	IN-KIND MATCH	TOTALS OF ALL FUNDING SOURCES
Personnel		See formulas	See formulas	
Space/Rental	Typically not funded by CTF/case-by-case basis		May appear in this category	
Telephone				
Postage				
Consumable Supplies				
Printing				
Travel				
Parent Leadership				
Training/outreach-specify				
Other Costs/Describe				
Administrative Fee (limited to 10% -- additional as match)				
TOTAL				

Create a table similar to the one above to prepare your line item budget. Provide a separate page(s) for the budget narrative describing in detail each item in each category of expenditure FUNDED by the MT CTF GRANT. Itemize the hard cash and in-kind match separate from the MT CTF Line Item Budget. Explain the source and identity of the hard cash match and/or in-kind match in the budget narrative. (The MT CTF Budget categories and amounts will be the amounts you will use for each budget category on the Contractor Financial Report.)

APPENDIX F: RFP RESPONSE FORM

1. Offeror must provide a signed copy of the RFP Cover Sheet.
2. Offeror must include the "Instructions to Offerors", Initialed by Offeror, page 4.

OFFEROR MUST PROVIDE THE FOLLOWING INFORMATION THAT WILL BE EVALUATED BY THE RFP EVALUATOR/EVALUATION COMMITTEE:

3. Table of Contents (Section 3).
4. Letter of Transmittal (Section 3.2).
5. Abstract or Executive Summary (Section 3.3).
6. Statement of Need (Section 3.4.).
7. Goals and Objectives (Section 3.5).
8. Methods (Section 3.6).
9. Logic Model (Section 3.6.4).
10. Organizational Capability Statement (Section 4.4.1).
11. Staffing and Administration (Section 4.4.2).
12. Resumes (Section 4.4.3).
13. Letters of Support (Section 4.4.4).
14. Cooperating Organizations (Section 4.4.5).
15. Budget Line Item Table (Section 5.2).
16. Overall Compliance.
17. **Completeness of Proposal.** An offeror's response must be complete at the time of submittal and contain all the reference materials necessary to provide a complete response to the RFP. Unless specifically requested in the RFP, an offeror making the statement "Refer to our literature..." or "Please see www.....com" may be deemed nonresponsive or receive point deductions. If making reference to materials located in another section of the RFP response, specific page numbers and sections must be noted. **The Evaluator/Evaluation Committee is not required to search through literature or another section of the proposal to find a response.**
18. **Copies Required and Deadline for Receipt of Proposals.** Offerors must submit **one original proposal and 7 copies**. In addition, offerors must submit one electronic copy on compact disc (CD) in Microsoft Word or portable document format (PDF). If any confidential materials are included in accordance with the requirements of Section 2.3.2, they must be submitted on a separate CD.

EACH PROPOSAL MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE clearly indicating it is in response to RFP-1507JH. ***Proposals must be received in the Office of Procurement and Contracts, 2401 Colonial Drive, First Floor, Helena MT 59620 prior to 2:00 p.m., Mountain Time, March 18, 2015. Offeror is solely responsible for assuring delivery to the desk of the Procurement Officer by the designated time. Facsimile or electronic submissions are not acceptable.***

Mailing and Physical Address:
DPHHS BFSD
Office of Procurement and Contracts
2401 Colonial Drive, First Floor
Helena, MT 59620